

RFA

32ND DISTRICT AGRICULTURAL ASSOCIATION

PACIFIC AMPHITHEATRE PRODUCTION SERVICES

HIGH SCORE

REQUEST FOR PROPOSAL

RFP NUMBER: PS-12-18

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

Date Issued: Friday, February 2, 2018

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

PACIFIC AMPHITHEATRE PRODUCTION SERVICES

**RFP NUMBER: PS-12-18
32nd 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

This person is the only authorized person designated by the District to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of District officers and employees concerning the RFP shall not be binding on the District, and shall in no way excuse the Bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

PACIFIC AMPHITHEATRE PRODUCTION SERVICES

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PART I
DEFINITIONS

- BIDDER/PROPOSER:** The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
- CFSA:** Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
- CONTRACTOR:** Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
- DGS:** Refers to the "Department of General Services," State of California, located at:
707 Third Street, 7th Floor
West Sacramento, California 95605
Attention: Office of Legal Services
- DISTRICT:** Refers to the 32nd District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at:
88 Fair Drive
Costa Mesa, California 92626
- F & E:** Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:
1010 Hurley Way, Suite 200
Sacramento, California 95825
- IMAGINOLOGY:** Refers to the annual event held in April of each year.
- QUALIFIED:** The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the RFP and meet all other requirements listed herein.
- OC FAIR/FAIR TIME:** Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.
- RFP:** Request for Proposal.
- RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive."

YEAR-ROUND EVENT: Refers to any event held outside of the annual OC Fair and Imaginology.

PART II

GENERAL INFORMATION

A. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32nd District Agricultural Association, in releasing this RFP, intends to award a contract for Production Services at the OC Fair & Event Center from March 1, 2018 through December 31, 2019 with three (3) one (1)-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

B. BIDDER RESPONSIBILITY

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

C. DELIVERY OF PROPOSALS

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

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

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

PACIFIC AMPHITHEATRE PRODUCTION SERVICES

RFP NUMBER: PS-12-18

32nd District Agricultural Association

OC Fair & Event Center

Administration Building

88 Fair Drive

Costa Mesa, California 92626

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

proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.

D. CONTRACT AWARD

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

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

Lowest Bidder's Cost – (factor) x maximum cost points = cost points for other Bidder
(Example: Lowest cost proposal \$75,000 vs. other cost proposal \$100,000 = $\frac{3}{4}$ x 30 = 22.5 cost points awarded to other proposal)

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

A contract award is not final until:

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

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

E. TENTATIVE SCHEDULE

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

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

**The protest period ends at 5:00 p.m. on the fifth (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 the Bidder/Subcontractor Status Form in response to the RFP. Failure to comply will deem the Bidder non-responsive. The District reserves the right to verify the information on the Bidder/Contractor Status Form at the time of the bid. If the Bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

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

The District elects to include the DVBE incentive for this RFP. To avoid having a proposal deemed non-responsive and rejected, carefully follow the instructions provided. The Bidder's attention is directed to the forms referenced by website link below for requirements and conditions concerning submittal of DVBE information, and award and execution of contract.

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

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

2. ALL Bidders, regardless of DVBE status or incentive, must complete and submit 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 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, 1st 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 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, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088

- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Business Services Supervisor
88 Fair Drive
Costa Mesa, CA 92626
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 (5th) working day after notice of proposed award was posted in a public place at the District's Administration Office.

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

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

B. OTHER INFORMATION

1. Dispositions of Proposals

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

2. Confidentiality of Proposals

The District will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected 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 32nd District Agricultural Association (“District”) is seeking a highly qualified Production Management 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, Imaginology and Heroes Hall.

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 typically operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

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

The Pacific Amphitheatre is the host venue for the headline concert series historically offered by the OC Fair. The Amphitheatre was built in the early 1980’s and commercially operated until it was sold to the District in 1993.

Contractor’s services may include production services for specified year round events, expected to take place between April 1st and October 31st and the annual OC Fair, as indicated below. All work will be performed under the direction of the OC Fair & Event Center’s specified management personnel.

B. MINIMUM QUALIFICATION REQUIREMENTS

1. A minimum of ten (10) years of production leadership experience in reserved seat venues with capacities of 5,000 or more.
2. A minimum of five (5) years providing a wide range of production services, including but not limited to live music production.
3. A minimum of five (5) years of experience managing full concert seasons (20+ events per season), in venues with a capacity of 5,000 or more.

C. VENUE DESCRIPTION AND INFORMATION

1. Pacific Amphitheatre

- a. The Pacific Amphitheatre is an approximately 8,200-seat open-air outdoor venue which currently houses the concert series.

STATEMENT OF WORK TO BE PERFORMED (CONT.)

- b. This venue is primarily used during the annual OC Fair as a premier music venue, typically featuring a 23-day headline concert series with acts such as Steve Miller Band, Rebelution, The B-52s, and Alan Jackson.
- c. During the annual OC Fair, the venue generally operates from 7:00 p.m. to 10:00 p.m. Wednesday through Sunday. There may be some variation.
- d. Year-round events may include additional concert events, Easter Sunday services, commencement ceremonies, music festivals and expanded headline concerts throughout the year.

2. Pacific Amphitheatre Decibel Level and Sound Covenant

Property-wide noise mitigation is required, including compliance with the Pacific Amphitheatre Decibel Level and Sound Covenant detailed below which is included in all Pacific Amphitheatre performance contracts.

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

STATEMENT OF WORK TO BE PERFORMED (CONT.)

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

D. GENERAL REQUIREMENTS

1. Contractor shall provide on the Financial Proposal Bid Form (see Part IX - Forms) an “all-inclusive” annual fee for the 23 day OC Fair Summer Concert Series and an additional per show fee for performances outside the OC Fair dates, which will consist of all labor and expenses, including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodations, transportation and meals. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable. Performances outside the Fair dates may include performances promoted by the District or by outside promoters.
2. The District reserves the right to change and/or add any specifications and/or schedules.
3. The annual OC Fair setup is subject to change from year to year.
4. Upon contract award, Contractor shall immediately begin providing production planning services in preparation for the 2018 concert season.
5. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all 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.
6. For both Year-Round and Fair Time events, Contractor must be on site from the time the performer or performer representatives and/or staff arrive through the completion of the performance load out.
7. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.

STATEMENT OF WORK TO BE PERFORMED (CONT.)

8. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
9. All personnel must have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff, Pacific Amphitheatre and production contractors, under the direction of the District's Entertainment Director, and the District Vice President of Operations to produce live events, to work toward integration of the Pacific Amphitheatre and the OC Fair, and to oversee performance events outside the annual Fair dates.
10. Contractor shall provide all support staff necessary to successfully fulfill production services responsibilities.
11. Contractor shall be required to attend any training meetings as directed by the District's Entertainment Director or the District Vice President of Operations.
12. Contractor shall abide by all District policies and procedures as provided by the District.

E. Infrastructure Building

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Assist District staff in devising and implementing plans for backstage layout, including dressing rooms, stage amenities and load-in and load-out operations plan.
2. Assist District staff in building production web site complete with all facility information and production specifications.

F. Performance Advance

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Support contract fulfillment regarding gear and performance of crew with contracted vendors within the Amphitheatre.
2. Evaluate and plan for the needs required by the various management and booking agencies representing artists performing at the Amphitheatre.
3. Communicate any special, agreed upon catering needs to OCFEC Entertainment Director and catering staff.
4. Assist Marketing/Booking and Events team in setting up performer and/or venue meet & greet logistics.
5. Create and administer labor schedules (District will facilitate the employment of all crew members).
6. Arrange passes for artists, touring crew and artist guests to be provided by OCFEC Safety and Security Staff as guests arrive.
7. Work with OCFEC Entertainment Director and the Pacific Amphitheatre Security Manager to develop a list of non-Artist personnel who require backstage access.
8. Ensure artist adherence to the Pacific Amphitheatre House Rider, particularly when it comes to expenses or potential expenses associated with a performance.

STATEMENT OF WORK TO BE PERFORMED (CONT.)

G. On-Site Management

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Provide clear interpretation of all contracts between the venue and artists so that each show can be produced in the most efficient and conscientious way possible.
2. Manage and oversee the IATSE Union labor calls with their various representatives.
3. Draw upon local Southern California production resources to sort and execute the details of each show and provide for extraordinary production needs, including staging, backline, supplemental lighting, etc.
4. Coordinate artist ticketing needs with District box office staff.
5. Provide full-service production and stage management. This should be accomplished by a Production Manager, Stage Manager and 1 – 2 Production Assistants.
6. Hold daily coordination meetings with artist's production team, the District's Pacific Amphitheatre Security Manager, the District's Sound Consultant, and all Pacific Amphitheater light, sound and video contractors.
7. Working with the District's Pacific Amphitheatre Entertainment Director and the District's Entertainment Marketing and Booking Specialist, settle shows based upon the contracts issued and the District's best interest.
8. Assist the District in monitoring expenses and the initiation of cost saving strategies.
9. Provide financial recap for each show's production costs.

H. Operations*

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Help to establish, and rigidly enforce all health & safety requirements related to operational work and workers.
2. Provide all necessary equipment required to produce an operationally safe and highly professional performance event. This includes, but is not limited to decks, rigging package / motors, and LCD rental for VIP area. Rental cost for these items to be included in bidder's cost on the Financial Proposal Bid Form.
3. Provide staff necessary to produce a safe and highly professional performance event.
4. Provide van(s) and fuel at no extra charge to the District.
5. Provide runner(s) at no additional charge to the District.

*Contractor is responsible for including the Operations costs in the Financial Proposal Bid Form.

PART V

CONTRACT TERMS AND CONDITIONS

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

1. **Authorized Representative**

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

2. **Phone Numbers**

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

3. **Vehicles, Equipment and Supplies**

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

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

4. **Vehicle Utility Carts**

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

5. **Security**

The security of the Contractor's sound equipment is the responsibility of the Contractor.

Contractor must secure all equipment to prevent theft. The District will provide security personnel to monitor the Pacific Amphitheater stages from 10:00 p.m. to 8:00 a.m. While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the Contractor. The District does not take responsibility for loss of equipment by theft, damage, vandalism, or act of nature.

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

6. **Weather Protection**

Weather protection of the Contractor's equipment is the responsibility of the Contractor.

7. Licenses, Permits and Certifications

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

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

8. Site Access

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

9. Insurance

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

10. Work Permit Law

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

11. Uniforms and Badges

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

The District requires Contractors/Contractor employees to wear, in a clearly visible location, badges, 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 rules and regulations stated in the Employee Handbook provided by the District. Per attached procedures.

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. Equipment

Contractor will provide a complete list of on-site equipment to the District Entertainment Director for verification.

14. 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.

15. 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.

16. 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.

17. Fire Regulations

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

18. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations during the summer concert series.

19. 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, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to 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.

20. Payment

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

21. 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 Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

22. 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).

23. 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.

24. Gratuities

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

25. 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.

26. 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.

27. 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.

28. Anticipated Contract Term

The term of the Production Services contract shall be from March 1, 2018 through December 31, 2019 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

PART VI

EVALUATION, SELECTION AND SCORING PROCESS

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

This part describes the process the District will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the District's Selection Committee (Committee) may wish to contact a Bidder for clarification purposes only. Bidder may only respond to questions for clarification from the Committee and will not be allowed to ask questions concerning other Bidders. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

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

This is not a public review.

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for
 - Review of the technical proposal,
 - Confirmation the information is presented in the format required by the RFP, and
 - All required documentation is included and correct.

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

This is not a public review.

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy is grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding Paragraph 2, and assign points as outlined in Part VI, Paragraph B.

This is not a public review.

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

This is not a public review.

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

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

B. SCORING PROCESS

All responsive proposals will be evaluated using the following weighted scoring method. A maximum of 100 total points is possible. The proposal will be scored according to the quality of the response, both physical and interpretive, for the following criteria. The Bidder who receives the highest score will be awarded the contract.

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

Scoring	MAXIMUM POINTS
	100 Possible Points
1. Experience and Ability to perform.....	55
a. A minimum of 10 years of live music concert production leadership in reserved seat venues with capacities of 7,500 or more. The submission must highlight concert production experience. Information must include, but not be limited to, venues, venue capacities, number of events, types of events, and lengths of service.....	(20)
b. Also provide a clear statement regarding bidder’s approach to the maintenance of safety of everyone who might have access to the production area and the potential hazards therein.....	(10)
c.. Using three (3) previous events which the bidder believes demonstrates ability to perform. Give examples of the ability to perform the responsibilities set forth in this document. The event description will be scored on the following categories.....	(10)
d. A full description of each of the three events, including but not limited to dates, seating capacity, attendance, performer, etc.....	(10)
e. A full description of production services and operational plans provided for each of the three events which underscore the bidder’s ability to manage complex, multi-dimensional concert production activities in an efficient, effective, safe, cooperative and successful manner.....	(10)
f. Name and contact information for the promoter of the events described in b,i and b,ii.....	(5)
2. Personnel	7.5
a. Provide a narrative describing key personnel expected to be representing bidder on site during the fulfillment of contract.	
3. Letters of Recommendation.....	7.5
a. Provide a minimum of three (3) letters of recommendation from concert production professionals, (venue management, performers, performer management, etc.). Letters should be dated within the past twelve (12) months.....	
4. Financial Proposal Bid Form.....	30
Bidder will submit a flat fee financial proposal for each year’s contract series 2018-2022, as indicated on the Financial Proposal Bid Form. Submission will include the cost of any administrative and/or support staff that would be required to fulfill job requirements.	30
TOTAL MAXIMUM POINTS –	100

PART VII

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

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

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

B. PROPOSAL FORMAT AND CONTENT

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

Information in the proposal is to be provided in the order detailed in this part beginning with the cover letter page. Bidders have been provided with a checklist to assist in proposal preparation (refer to Part IX – Forms); however, Bidders are ultimately responsible for fulfilling the submittal requirements as outlined in this RFP. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8½ x 11 inch paper; and all narrative portions of the proposal should be typed.

Table of Contents:

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

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: PS-12-18 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”

The company and signer’s name must be typed or printed clearly and the signature line must be dated. If Bidder fails to submit this document, or it is not signed and dated, the proposal will be rejected as being non-responsive.

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

C. TECHNICAL PROPOSAL – REQUIRED SUBMITTAL

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

1. Experience and Ability to Perform.

- a. Evidence a minimum of 10 years of live music concert production leadership in reserved seat venues with capacities of 7,500 or more. The submission must highlight concert production experience. Information must include, but not be limited to, venues, venue capacities, number of events, types of events, and lengths of service.
- b. Also provide a clear statement regarding bidder's approach to the maintenance of safety of everyone who might have access to the production area and the potential hazards therein.
- c. Using three (3) previous events which the bidder believes demonstrates ability to perform. Give examples of the ability to perform the responsibilities set forth in this document. The event description will be scored on the following categories:
 - i. A full description of each of the three events, including but not limited to dates, seating capacity, attendance, performer, etc.
 - ii. A full description of production services and operational plans provided for each of the three events which underscore the bidder's ability to manage complex, multi-dimensional concert production activities in an efficient, effective, safe, cooperative and successful manner.
 - iii. Name and contact information for the promoter of the events described in b,i and b,ii.

2. Personnel

- a. Provide a narrative describing key personnel expected to be representing bidder on site during the fulfillment of contract.

3. Letters of Recommendation.

- a. Provide a minimum of three (3) letters of recommendation from concert production professionals, (venue management, performers, performer management, etc.). Letters should be dated within the past twelve (12) months.

D. FINANCIAL PROPOSAL BID FORM – REQUIRED SUBMITTAL

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

PART VIII
ATTACHMENT A
FACILITY MAP



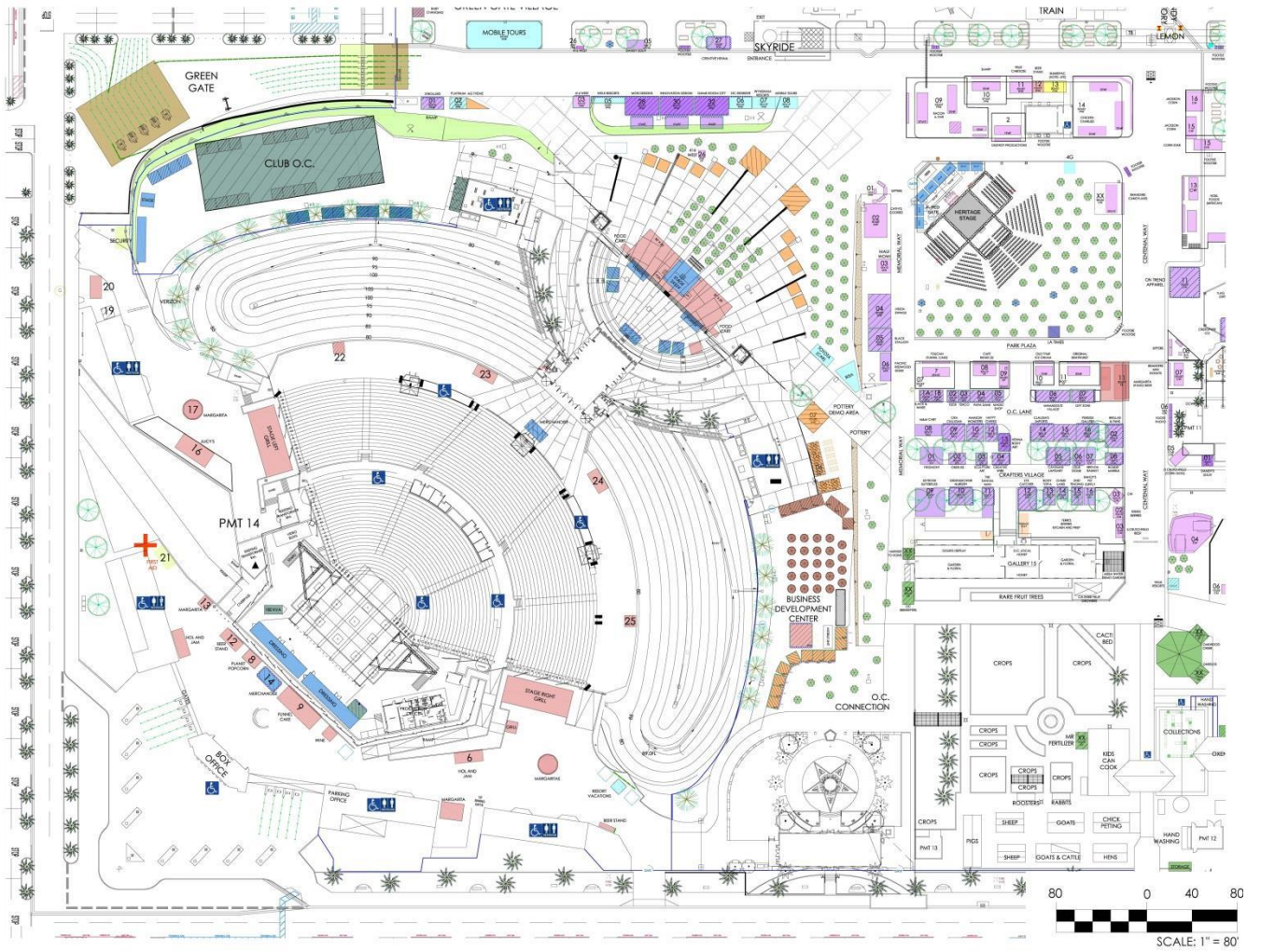
Facility Map



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



ATTACHMENT B PACIFIC AMPITHEATRE LAYOUT



PART IX

FORMS

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

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

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

<u>Document</u>	<u>Document Name/Description</u>
_____	Cover Letter Signed Cover Letter with Required Paragraph
_____	Proposal Technical Proposal and Financial Proposal Bid Form
_____	Attachment 1 Bidder’s Letters of Recommendation
_____	Attachment 2 Bidder/Contractor Status Form (with applicable Corporate Resolution)
_____	Attachment 3 Bidder Declaration Form (All) and Disabled Veteran Business Enterprise (DVBE) Participation Form (If Applicable)
_____	Attachment 4 OSDS Small Business Certification (if applicable)

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

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

- STD. 213, Standard Agreement
- GTC 04/2017 – General Terms & Conditions
- CCC 04/2017 – Certification
- Insurance Requirements
- Megan’s Law Screening & Certification
- Equipment Safety Procedures
- OC Fair & Event Center Procedures:
 - 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.
 - 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
 - 0007 Pacific Amphitheatre Stage use by artists/band members.
 - 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
 - 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
 - 0010 Pacific Amphitheatre Pre-Event Security Operations Meeting.
 - 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.
 - 0012 Pacific Amphitheatre use Security Procedures
 - 0013 Pacific Amphitheatre Interior Back Stage Access Point (Elevator, VIP Chain, “Blue Door”)
 - 0014 Pacific Amphitheatre Annual OC Fair Security/Usher Training

BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER PS-12-18

Page 1 of 2

Contractor's Name _____ Federal Employer ID # _____
(Full business name)
Address _____ County _____
City _____ Zip Code _____
(Principal place of business)

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

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

Individual (Please check one) ____ Resident ____ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e. John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (Please check one) ____ General Partnership ____ Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

Corporation

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

Place and date of incorporation _____

If not a California Corporation in good standing, please state the date the corporation was authorized to do business in California: _____

CURRENT OFFICERS:

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

All must answer: Are you subject to Federal Backup Withholding? ____ Yes ____ No

BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER PS-12-18

Page 2 of 2

Fictitious Name

If Contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

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

If yes, the Bidder is required to submit a copy of the OSD's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

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

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

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

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

(Print Name & Title)

(Signature)

(Date)

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

**FINANCIAL PROPOSAL BID FORM
RFP NUMBER PS-12-18**

The “Financial Proposal Bid Form” will be used to determine the “not to exceed” amount of the contract. Amount will be distributed over a twelve (12) month period upon receipt of proper invoice.

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.

Submit a flat fee bid based on a 23 show guarantee for the Pacific Amphitheatre **Summer Concert Series**. In addition, provide a **Per Show Fee** in the event that the 23 show guarantee is exceeded. With no guarantee of a firm number, the District is targeting 8 – 12 additional performances outside the annual OC Fair and these dates may not be contiguous. The not to exceed amount will be paid over a twelve (12) month period.

2018	Summer Concert Series	\$	Per Show Fee	\$
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Option Years:

2019	Summer Concert Series	\$	Per Show Fee	\$
2020	Summer Concert Series	\$	Per Show Fee	\$
2021	Summer Concert Series	\$	Per Show Fee	\$
2022	Summer Concert Series	\$	Per Show Fee	\$

Grand Total of Summer Concert Series (Including Option Years)	\$
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The District will use the following formula for calculation purposes only when scoring the Financial Proposal: *Grand Total of Summer Concert Series + (Per Show Fee x 8 Shows) = Financial Bid*

Sealed bids must be received no later than 11:00 a.m., Tuesday, February 20, 2018, clearly marked “PRODUCTION 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 understands the RFP package including the information regarding bid protests. Further, the bidder certifies that he/she has read and understands any and all addenda issued by the District related to this RFP. Further, 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: PS-12-18

Monday, February 19, 2018

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

**PROPOSED AWARD OF
PRODUCTION SERVICES**

AT THE OC FAIR & EVENT CENTER TO:

TBD

IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M., MONDAY, FEBRUARY 26, 2018, THE AWARD WILL BE FINAL.

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

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

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

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

Exhibit A – Scope of Work _____ page(s)

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

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

Check mark one item below as Exhibit D:

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

Exhibit - D* Special Terms and Conditions _____

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

Exhibit F – OC Fair & Event Center 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*

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

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

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.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-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:

- 32nd 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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

B. Primary Coverage:

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 :** _____

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

Other/Explanation if Needed: _____

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

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

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

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

Company/Organization Representative's Signature

Title of Representative

Printed Name

Date

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

Megan's Law Screening Listing

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: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

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 visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.
2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.
3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)
5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.
6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.
7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.
8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.
9. 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: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.
4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.
5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.
6. This procedure will be added to all contracts as an attached addendum.

NOTES

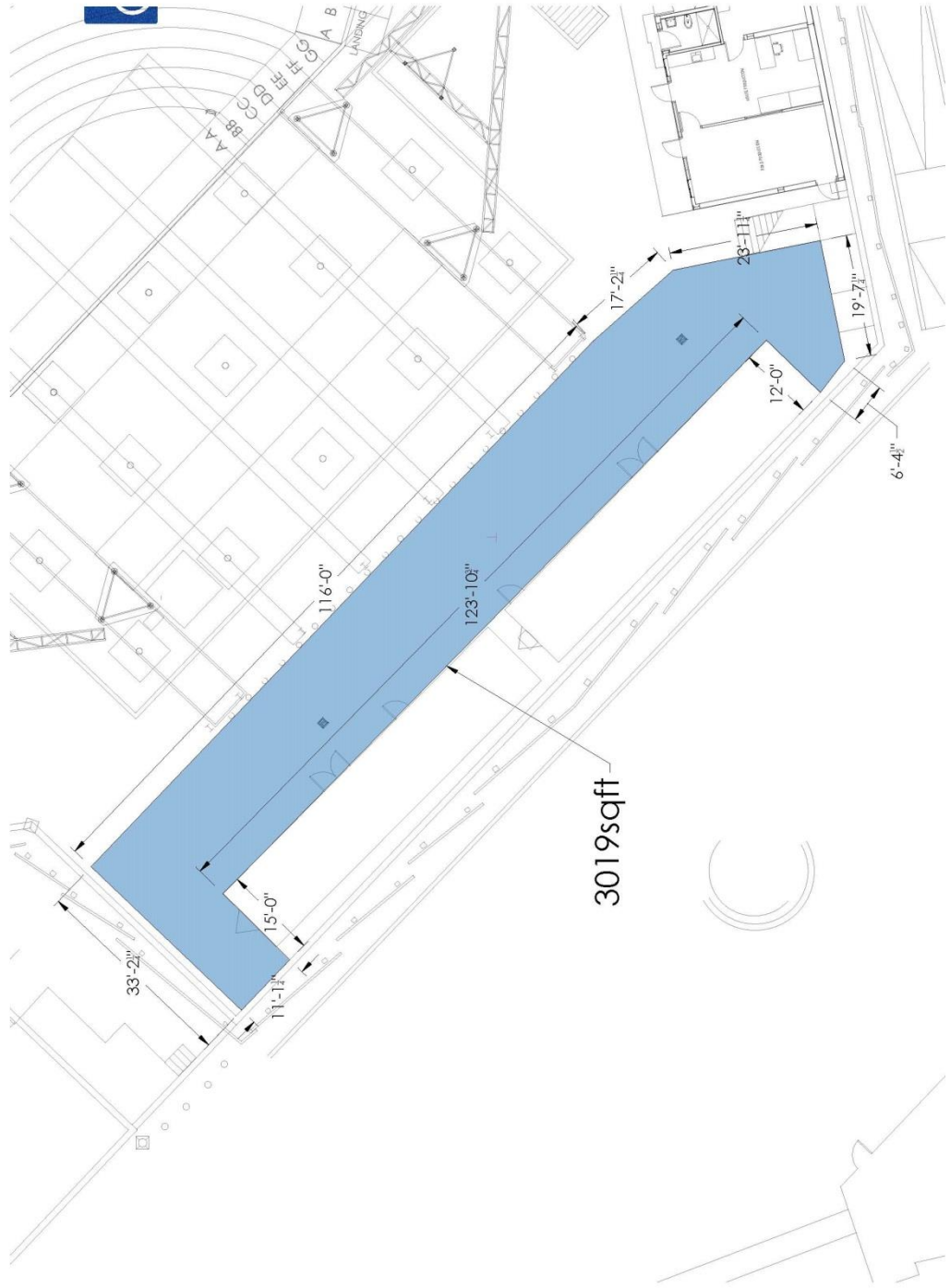


SCALE: 1" = 15'
SANTA ANTONIO AGRICULTURAL ASSOCIATION
State of California
88 Fair Drive, Costa Mesa, CA 92626

PROPOSED VIP AREA

BACKSTAGE AREA

1" = 15'
PAMPAS
S - J
NOT FOR REUSE



NOTES:



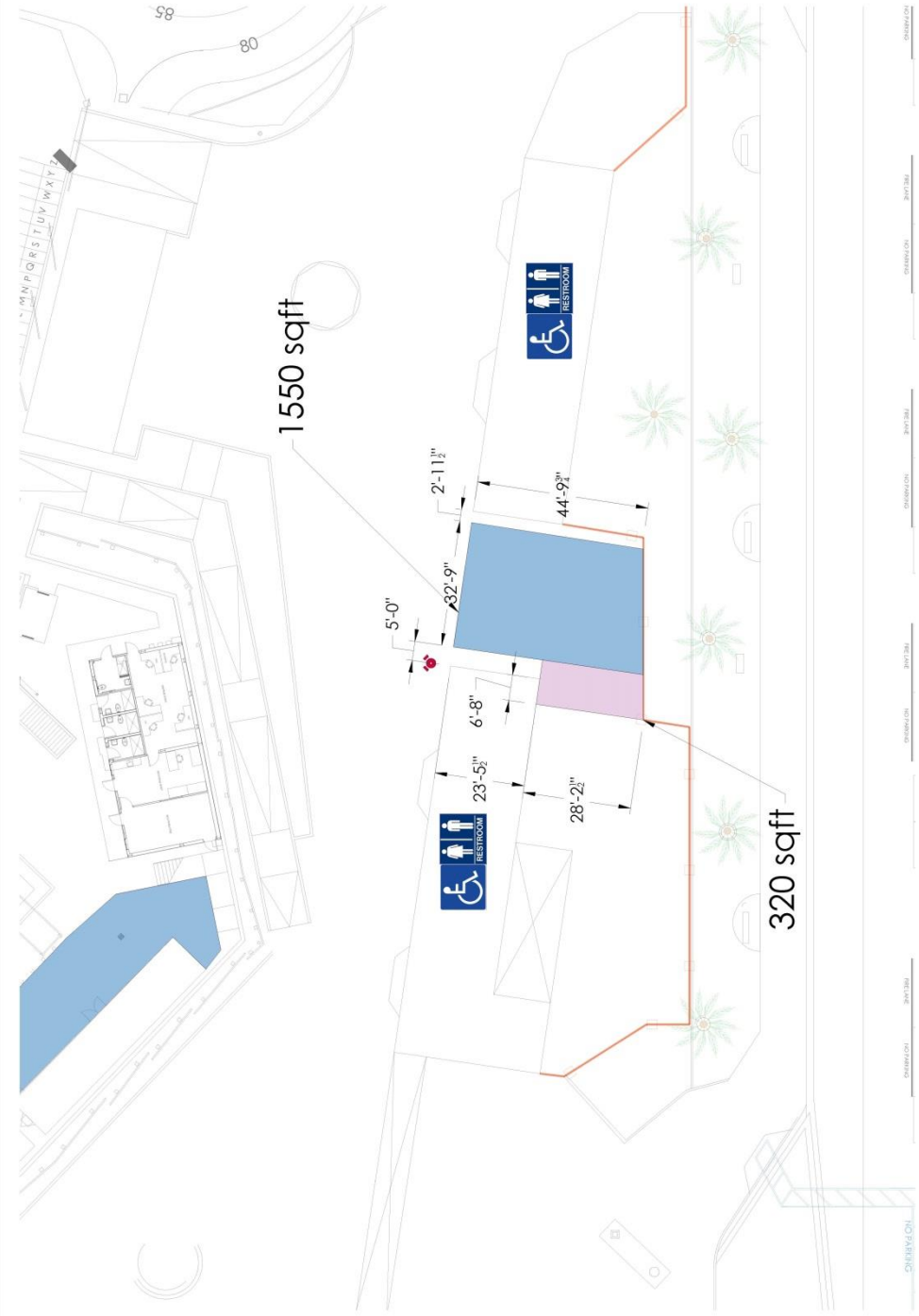
37th DISTRICT AGRICULTURAL ASSOCIATION
State of California
88 Fair Drive, Costa Mesa, CA 92626
Tel: (714) 440-1111
Fax: (714) 440-1111

PROJECT: OC FAIR & EVENT CENTER
DATE: 11.16.2018

PROPOSED VIP AREA

FRONT OF HOUSE

PROJECT NO: S-2
DRAWN BY: PAMPALIS
CHECKED BY: [blank]



PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)
2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.
3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.
4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
- Below are examples of Meet & Greets and VIP:
 - a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.
6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.
8. The event coordinator will ensure the guests are escorted in and out.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Pre-Event Security Operations Meeting.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre operational staff members receive current and relevant information prior to any concert, scheduled meet & greet, party or other event or happening in the Pacific Amphitheatre.

Procedure: 0010

1. At start of swing shift, OCFEC Pacific Amphitheatre Venue Security Manager and the OCFEC Pacific Amphitheatre Security/Usher Supervisor will meet in person with OCFEC Security Operations Commander and on-site Sheriff's Command staff personnel to be briefed on the upcoming concert, party or other event. This meeting will include a review of all information received to date related to the upcoming concert, party or other event.
2. The OCFEC Venue Security Manager, Security Usher Supervisor and Security Operations Commander will determine whether additional OCFEC personnel is needed at the Pacific Amphitheatre and if so, will develop and coordinate the deployment of additional OCFEC personnel.
3. The Pacific Amphitheatre Venue Security Manager and Security/Usher Supervisor will coordinate and participate in a pre-event meeting on a daily basis, which will pre-event meeting will include all *Stage, Performance, Production, Security and other miscellaneous personnel* as needed. The pre-event meeting will provide a daily information sharing platform for all security/law enforcement operational aspects of each concert, party or other event scheduled at the Pacific Amphitheatre.
4. The OCFEC Venue Security Manager and/or Security/Usher Supervisor shall keep OCFEC Security Director apprised of any time sensitive information or special circumstances.
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 3rd 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.

PROCEDURE FOR: Pacific Amphitheatre use Security Procedures

PPE (Personal Protective Equipment): None

Purpose: To ensure that all necessary steps have been taken prior to, during and after use of the Pacific Amphitheatre venue.

Procedure: 0012

1. Before every event at the Pacific Amphitheatre, the OCFEC Security Director, Law Enforcement officials and any contract security personnel shall meet to develop a plan to implement preventative measures, reactionary measures and personnel deployments relative to the characteristics of the upcoming show, concert or event. **Security/Law Enforcement/Emergency Medical personnel staffing levels will be determined by the OCFEC Security Director and or the appropriate Orange County Sheriff's Department personnel.*

2. OCFEC security staff shall meet with OCFEC Entertainment, Event, Production or other personnel as needed to disseminate non-sensitive aspects of the Security/Law Enforcement plan and to gather any additional relevant or up-to-date information.
3. For year-round or annual OC Fair Pacific Amphitheatre use, OCFEC security staff will be assigned to regulate access to the Pacific Amphitheatre at least 48 hours prior to the event start time and shall remain on duty 24 hours per day until the end of the event or as needed.
4. Once OCFEC security personnel are present (*48 hours prior to event until event end*), all persons that want to access the Pacific Amphitheatre must present the appropriate credential, identification card or pass to OCFEC security staff for inspection and must successfully pass through a security screening checkpoint, which may include but not be limited to bag inspections, item inspections and magnetic security screening. **See Pacific Amphitheatre Photo Identification and OCFEC Pacific Amphitheatre Loading Ramp Access procedures for entry requirements.*
5. An OCFEC Security/Usher pre-shift briefing must take place at least one hour before the Pacific Amphitheatre is open to the public. Personnel at the meeting will be briefed on any pertinent information and will receive assignments and any other emergency, event time-line or procedural information.
6. OCFEC security staff must remain present after the conclusion of each show, concert or event held in the Pacific Amphitheatre to assure that no alcohol leaves the premises and that all guests have safely departed before securing the exit gates. *Throughout the annual OC Fair, guests in possession of alcohol will be permitted to exit through the Plaza Pacifica Lobby Exit.*
7. OCFEC overnight staff may be required to remain after the conclusion of the show, concert or event to ensure the protection of any equipment and to regulate access to the area as needed.
8. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Interior Back Stage Access Point (*Elevator, VIP Chain, "Blue Door"*)

PPE (Personal Protective Equipment): None

Purpose: To ensure that all individuals accessing the Pacific Amphitheatre Back Stage area(s) via the Elevator, Stage-Right VIP Chain or "Blue Door" located at the top of the Back Stage staircase are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0013

1. Upon arrival at the Pacific Amphitheatre Back Stage area via the Elevator, VIP Chain or "Blue Door", all individuals must have possession of, or must be wearing, an appropriate credential, pass or identification card for OCFEC Security staff inspection. If an individual does not have possession of, or is not wearing, an appropriate credential, pass or identification card, that individual will be denied access.
2. Pacific Amphitheater Elevator, VIP Chain or "Blue Door" security staff will coordinate with the Pacific Amphitheatre Loading Ramp Security staff to assist individuals without the appropriate credential, pass or identification card that claim to have pre-approved access to the Pacific Amphitheater Back Stage area. See *OCFEC Pacific Amphitheater Loading Ramp Access Procedure for more information.*
3. To access the Pacific Amphitheatre Back Stage area, each individual must present an acceptable credential, pass or identification card for verification. Credentials, identification cards or adhesive "silk" passes are valid for one individual only and do not grant that individual the ability to bring as guests into the Pacific Amphitheatre Back Stage area other individuals that are not in possession of their own required credentials, passes or identification cards.
4. *The exception to this procedure is the ADA access for our customers with disabilities to access our accessible seating in the Pit/Circle.*

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Annual OC Fair Security/Usher Training

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre Security and Usher staff members are provided the necessary information, training and equipment required to perform assigned tasks.

Procedure: 0014

1. All personnel hired to work in the Pacific Amphitheatre in a Security or Usher position must attend a mandatory OC Fair general employee orientation before taking part in any department or task specific training. This training includes employment basics such as: *how to clock-in and clock-out, where to park vehicles, grooming and uniform standards, workplace harassment training, heat illness prevention* and other topics that apply to most OCFEC seasonal employees. These training sessions typically occur in mid-June each year.
2. Upon completion of the general staff orientation mentioned above, all Pacific Amphitheatre Security and Usher personnel, including Supervisors, Leads and Staff members are required to attend a two-part department specific orientation for further education and training. These training sessions typically occur in early July each year.
 - Part one of the training will include department or venue specific topics such as: *assignments and post orders, venue geographical awareness, team compound location and associated rules, equipment check-out procedures, back-stage rules and regulations, venue policies regarding smoking, ejections, non-compliant or violent behavior, ticketing/seat issues, restroom locations, 1st Aid location, how and who to call for help* and other pertinent topics.
 - Part two of the training will cover advanced emergency procedures such as: *Evacuation plan review, Evacuation plan walk-thru exercise including responsibilities of each staff member, Shelter-in-Place plan review, Emergency communication plan review and Active Shooter/Extreme Violence procedures*. The OCFEC Pacific Amphitheatre stage crew and production staff, Costa Mesa Fire personnel, CARE Ambulance personnel, OC Sheriff's Department personnel, and OCFEC non-security or usher staff will participate in Part 2 of the orientation.
3. OCFEC Alcohol Compliance team members assigned to the Pacific Amphitheatre must attend OCFEC Alcohol Compliance training in addition to the training(s) listed above. Alcohol Compliance team training covers topics such as: *Dealing with intoxicated persons, Expecting the unexpected, Signs of intoxication, Contact & approach, Suggested techniques, After action reporting, Arranging safe passage home, Alcohol sales locations* and other pertinent topics. These training sessions typically occur in early July each year.
4. All OCFEC Security and Usher staff members must attend the mandatory daily start-of-shift briefings to receive up-to-date information, daily assignments and any other pertinent or relevant information. During the daily briefings, Supervisors and Leads will continually educate and train Pacific Amphitheatre Security and Usher staff members to enhance daily performance. Areas of focus pertain to: Customer Service, Procedural re-education or reinforcement, Seating Issues, Time-line or procedural changes as well as other topics beneficial to the security and overall guest experience in the Pacific Amphitheatre.
5. 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.
- 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
- 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
- 0010 Pacific Amphitheatre Pre-Event Security Operations Meeting.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.
- 0012 Pacific Amphitheatre use Security Procedures
- 0013 Pacific Amphitheatre Interior Back Stage Access Point (Elevator, VIP Chain, "Blue Door")
- 0014 Pacific Amphitheatre Annual OC Fair Security/Usher Training

Date trained:_____ **Initial:**_____

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

Signature:_____

-End Exhibit F-

-End RFP: PS-12-18-

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: _____
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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

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) 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.