

R. A. F. *max*

32ND DISTRICT AGRICULTURAL ASSOCIATION

**GROUND LIGHTING, STAGING AND TRUSS
EQUIPMENT AND SERVICES**

HIGH SCORE

REQUEST FOR PROPOSAL

RFP NUMBER: GL-07-20

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

Date Issued: Monday, March 2, 2020

Sealed Bids must be received no later than Wednesday, March 25, 2020, 11:00 a.m.

Clearly marked with the following:

**GROUND LIGHTING, STAGING AND TRUSS
EQUIPMENT AND SERVICES
RFP NUMBER: GL-07-20
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, CA 92626**

PROPOSALS SUBMITTED BY EMAIL OR FAX WILL NOT BE ACCEPTED

Contact Person: Kelly Vu

Email: RFP@ocfair.com

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

Prospective bidders to send email request to RFP@ocfair.com to receive notification/communication.

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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 power authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
CONTRACTOR:	Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
DGS:	Refers to the "Department of General Services," State of California, located at: 707 Third Street, 7 th Floor West Sacramento, California 95605 Attention: Office of Legal Services
DISTRICT:	Refers to the 32 nd 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 is releasing this RFP with the intent to award a contract for the purpose of obtaining Event Tenting in accordance with the specifications/Scope of work listed in this RFP and as directed by the District, from May 15, 2020 through May 14, 2022, with three (3) 1-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory contract performance is required. Extensions may involve renegotiation of certain areas.

B. BIDDER RESPONSIBILITY

Bidders shall read all documents thoroughly as the District shall not be responsible for errors or 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 before the closing times and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal.

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

- One (1) sealed package containing Four (4) copies of the proposal and one (1) electronic copy of the proposal.
- A minimum of one (1) of the four (4) 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.
- Proposals must be submitted to the District's Administration Office, no later than **Wednesday, March 25, 2020, 11:00 a.m.** Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.
- Sealed packages must contain Bidder's name on the outside and labeled, addressed as follows:

**GROUND'S LIGHTING, STAGING AND TRUSS
EQUIPMENT AND SERVICES
RFP NUMBER: GL-07-20
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, CA 92626**

D. CONTRACT AWARD

Each Bidder's financial proposal is evaluated and scored by the Committee who utilizes the score sheet. Small Business preference will be given where applicable. The lowest potential cost is awarded the maximum points, thirty (30). Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost divided by other proposal - (factor) X maximum cost points = cost points for other proposer

(Example: Lowest cost proposal of \$75,000 divided by other proposal of \$100,000 = $\frac{3}{4}$ (factor) x 30 = 22.5 points award 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, a copy of the notice will be emailed to each Bidder.

A contract award is not final until:

- the time for posting notice of award has expired and/or
- protests filed, if any, have been withdrawn or rejected by the Department of General Services.
- It is approved by the District Board of Directors during a public meeting. The District Board of Directors, in its sole and absolute discretion, may decide not to approve any contract following the RFP process and the District shall have no obligation to reimburse any Bidder for any costs of fees incurred as a result of this RFP.

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	Monday, March 2, 2020
*Questions Due via Email	Wednesday, March 18, 2020
Answers Sent to All Bidders via Email	Friday, March 20, 2020
Proposal Deadline	Wednesday, March 25, 2020, 11:00 a.m.
Scoring	Thursday, March 26, 2020
Notice of Proposed Award	Wednesday, April 1, 2020
Protest Deadline	Wednesday, April 8, 2020
Board Approval of RFP Award	Thursday, April 23, 2020
Proposed Contract Commences	Friday, May 15, 2020

*All questions are to be submitted in writing. All Bidders will be sent email notification when questions and answers are posted on the District's web site. No RFP related questions will be answered following 5:00 p.m. on Wednesday, March 18, 2020.

F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit the Bidder/Contractor Status Form in response to the RFP. Failure to comply will deem the Bidder non-responsive.

The District reserves the right to verify the information on the Bidder/Contractor Status Form at the time of the bid. If the Bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

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

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

Bidders must complete and return the Bidder Declaration, GSPD-05-105 (See Part X, Section A-5), found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

If Bidder claims DVBE Incentive and answered “yes” to any question on the Bidder Declaration, GSPD-05-105, Bidder must include Disabled Veteran Business Enterprise Declarations, DGS PD 843 (formerly Std. 843), found at: https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

H. SMALL BUSINESS PREFERENCE

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

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

If Bidder is claiming the 5% small business preference, a copy of Bidder’s OSDS Small Business Certification should be submitted with the proposal (Print from <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> is also acceptable)

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

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

I. INSURANCE

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, as outlined in Part X, Section C, 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 California Fair Services Authority, 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 Forms. 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 X – Forms):

- a. The attached sample Standard Agreement; the RFP General Provisions including Additional 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 (Addenda) 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 each 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. In the Scope of Work, all mandatory requirements are indicated by an asterisk (*), see Part V.

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, Sections 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
Email: RFP@ocfair.com

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

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

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

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

B. OTHER INFORMATION

1. Dispositions of Proposals

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

2. Confidentiality of Proposals

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

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

3. Modification or Withdrawal of Proposals

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

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

PART IV

HISTORY & GENERAL INFORMATION

The OC Fair & Event Center (OCFEC) is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association (the “District”), a California state institution. The District is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The OC Fair & Event Center is used throughout the year for both public and private events, and educational and community activities. The OC Fair & Event Center hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

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

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

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

The OC Fair & Event Center is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Friday from noon to midnight, and Saturday and Sunday from 11 a.m. to midnight. Attendance at the OC Fair has exceeded 1.3 million guests for several years. The 2019 OC Fair dates were July 12 through August 11.

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

Imaginology takes place annually in April over a three-day weekend, which will take place April 17-19, 2020. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture and creative arts are available to give participants a glimpse of future career paths. Imaginology attracts over 35,000 guests per year.

OCFEC also features two additional programs for the public that are independently operated. The equestrian center includes barns, riding arenas and other facilities supporting the equine community, and is used by private boarders and trainers. Members of the public are welcome to visit. The OC Market Place offers shopping and entertainment on most weekends and is open for the public to enjoy. Both programs are operated by independent contractors pursuant to agreements with the District.

PART V

STATEMENT OF WORK (SOW) TO BE PERFORMED

This part describes the work to be performed by the Bidder who is awarded the contract and contains terms and conditions which will be deemed incorporated and become a part of any contract awarded pursuant to this RFP. All terms and conditions are fixed and non-negotiable.

Minimum Requirements:

1. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements, and ability to adhere to the overall intent of the specified system design;
2. Contractor and/or Contractor Personnel shall have demonstrated technical ability to design, install, operate, and remove multiple live action, outdoor lighting (conventional and moving), staging and truss systems.
3. Contractor and/or Contractor Personnel shall document in the Technical Proposal evidence of five (5) years of relevant experience providing similar equipment and services, including design, installation, and utilization, for at least three (3) venues equivalent to the OC Fair & Event Center meeting the following requirements:
 - a. A minimum of three (3) or more consecutive days of performances in multiple locations in a fixed, non-touring application;
 - b. Venues/events serviced by Bidder included large-scale installations with a combined minimum of fifteen (15) performance stages, lighting systems and truss structures;
 - c. Bidder was primary equipment provider; and
 - d. Bidder serviced a minimum of one (1) equivalent venue in 2018 and/or 2019.
4. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

Scope of Work:

A. GENERAL REQUIREMENTS

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality lighting, staging and truss systems. Quality and aesthetic of equipment are vital.
3. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of visiting performers, and are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes and performance artists.
4. Contractor shall be responsible for multiple equipment setups and strikes, as required for both venues and dependent upon the event(s) taking place each day of performance.
5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.

6. Contractor shall be responsible for maintaining lighting, staging, trussing and related equipment, which will remain in place from the first day of installation through the end of the last performance.
7. Contractor shall be required to set up at various locations as specified by the District, according to the performance schedule.
8. Contractor shall provide equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. In addition, Contractor shall provide equipment for the annual Imaginology event as well as personnel to perform setup and teardown of equipment.
9. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
10. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
11. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph B – Equipment Quality and Requirements, Item 1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
12. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
13. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.
14. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2020 OC Fair, but are subject to final requirements and final approval by District Management.
15. Stages and trusses shall be installed in such a way as to prevent the public from harm, including, but not limited to, implementing mitigation measures for sharp edges, guy wires, ground stakes, cables, low ceilings, and ensuring prevention of access to restricted areas.
16. The Equipment Lists have been included in Part V, Sections C and D for the purposes of illustrating the size and scope of the typical annual OC Fair and Imaginology. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup for the 2020 OC Fair, and subsequent annual fairs and Imaginology events, shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
17. The final layout of equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
18. The District may require items not called out in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.

19. Upon contract award and fully signed by both parties, Contractor shall immediately begin an analysis and development of lighting, staging and truss systems for the 2020 OC Fair and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than June 1, 2020 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall propose and justify load and wind ratings for each installed structure to be reviewed and approved by the District. Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part VIII, Additional Contract Terms and Conditions, Paragraph 9. The process shall be repeated for the 2021 OC Fair and each OC Fair thereafter for the term of the contract with the schedule to be determined by the District.
20. Contractor shall present, for District review and approval, lighting, staging and truss recommendations each year beginning in April 2020, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the lighting/staging/truss design, implementation, equipment and operations plan (including backup plan) for that year's annual OC Fair. At this time, Contractor shall propose and justify load and wind ratings for each installed structure to be reviewed and approved by the District. Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part VIII, Additional Contract Terms and Conditions, Paragraph 9. The process shall be repeated for the 2021 Imaginology event and each OC Fair thereafter for the term of the contract with the schedule to be determined by the District.
21. As part of Items 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

B. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment must be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. Lists of acceptable equipment has been provided in Part V, Sections C and D, which may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. All truss provided by Contractor shall be silver.

9. All shade structures shall be 70% TEXTILINE® screen.
10. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
11. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete lighting, staging and truss systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
12. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
13. Contractor shall provide and install all power distribution for the complete systems, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
14. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
15. Contractor shall supply all rigging equipment, including, but not limited to, motors, steel cables, shackles, span-sets, burlaps, and required lifts to support installation/removal of equipment.
16. All stages require ADA-compliant stairs, safety rails, and/or ADA lifts as well as black skirting on ALL sides. Stages shall include either an Astroturf or wood finished top, as requested by the District. Stages shall be installed level. Stages are most commonly ordered in black.
17. Roof panels/backdrops shall be seventy-two percent (72%) white, unless otherwise specified (percentage indicates amount of screening from the sun).
18. Contractor shall provide adequate support structures for lighting such as poles and other bracing mechanisms.
19. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting, staging and truss systems. Specific equipment is called out in this RFP as required for the overall functionality of the lighting, staging and truss systems; however Contractor is responsible for ensuring a complete lighting, staging and truss design packages.
20. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations (unless otherwise specified) are acceptable with District approval and the intent should be a high-quality and cost-effective design.
21. Contractor shall provide lighting, staging, truss, rigging, and all other equipment, as specified in Part V, Sections C and D.
22. All equipment and systems, including, but not limited to, staging, lighting, truss, structures, and roofs, must be secured in a safe manner to prevent tipping, lifting or falling due to wind, rain or other influences. Weights, anchors, ballasts, base plates, safety lines or other items used to secure equipment as well as provisions for water drainage must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe

installation. Guy wires and water barrels are not a permissible means of securing trussing. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.

23. Contractor is responsible for ensuring all lighting/trussing/staging system equipment and rigging, etc. are present and installed to ensure systems are safe, whole and fully functional. This shall include but not be limited to the following items:
- a. All conventional lighting fixtures are to be complete with gel frames, gel, and safeties.
 - b. Inclusion of a wide variety of gels to use for creating unique themes and looks.
 - c. All cables, connectors, feeders, etc. for power distribution.
 - d. Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
 - e. Spare fixtures, and bulbs/lamps.
 - f. Base plates, ballasts anchors, etc.
24. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
25. Contractor shall include engineered stamped drawings of each stage.
26. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
27. Contractor shall immediately notify District Management of any hazardous conditions

C. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS – ANNUAL OC FAIR

1. Fair Square

- Fair Square is an outdoor area on the OC Fair midway, providing daytime shade and nighttime lighting for vendors and patrons (see Part IX, Exhibit C for photo and truss design drawing).
- Lighting System and Equipment:
 - (36) – Source Par Four, with gels
 - (36) – Nook Lights with barn doors
- Truss System and Equipment:
 - (1) – 150'3"L X 33' 5"W X 16'H white shade structure, 20" truss.
 - Rectangular structure on top of trussing (all sides) to accommodate 4'H banner display (see Part IX, Exhibit C for photo and truss design drawing). Banner must fit neatly within the structure. Approximate banner dimensions are:
 - 35'L X 4'H installed on the 150'3" side of truss structure (4 banners total per side)
 - 30'L X 4'H installed on the 33'5" side of the truss structure (1 banner total per side)(Contractor shall determine the size of truss needed to fulfill this specification. Contractor shall collaborate with the District to ensure proper placement.) Contractor to supply 55'L x 20'H x 12" box truss bridge for cable ramp to power distro location (see picture below).



2. Heritage Stage

- Truss shade structure:
 - 34'L x 34'W x 30'H Shade structure with 3 @ 34'L x 20'W x 22'H overhang extensions
 - (4) – Roofs (1 - 30' x 30', 3 - 30' x 20')
 - 24" silver box truss
 - 70% textoline screen
- Stage structure:
 - 32'L x 32'W x 36"H stage skirted in black with 3 sets of stairs w/handrails, 2 on sides, 1 in front
 - ADA lift on side (no room for ramp)
- Lighting:
 - (40) – Source four pars with varying lenses and color gel
 - (12) – ETC Source Four Lekos of varying barrel degrees and color gel
 - (2) – 12-way ETC sensor racks
 - (1) – ETC express console with monitor

3. Plaza Pacifica Stage

- The Plaza Pacifica Stage seating area will accommodate seating for approximately 50 people with additional standing room/seating in the open plaza area surrounding the stage.
- During the annual OC Fair, this venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- Various performances will take place on the Pacifica Stage, including community acts during the day, and at night. In 2020, Contractor shall provide equipment and personnel to support the nightly karaoke band performance for the full 23-day run of the OC Fair.
- Due to proximity to Pacific Amphitheater and proximity to housing areas, this stage requires special sound attenuation measures. The sound attenuation measurers consist of an alternating layer of heavy velour fabric, heavy plastic and duvetyn fabric. Contractor shall provide adequate support and

ballast to mitigate the high wind load created by the sound attenuation materials. The sound attenuation materials cover the rear of the stage 40'L x 14'H.

- The Plaza Pacifica Stage includes the following elements:
 - Stage assembly, including heavy duty black decking and steps at side stage
 - Lighting system
 - ADA Lift on side (no room for ramp)
- Lighting System and Equipment:
 - (10) – Source Four® PARs with small dimmer control and color gel
- Staging System and Equipment:
 - 24'L X 24'W X 24"H Biljax stage
 - All sides skirted in black
 - Black decking
 - Sets of stairs
 - ADA Lift

4. Main Mall Show/Video Wall Truss Structure

- The Main Mall is an open space corridor that functions as a main arterial route connecting various converging areas of the OC Fair & Event Center property. The Hangar Building entrance is located at the north end of Main Mall. Bidders may refer to Part IX, Exhibit A, for a facility map.
- Various community acts perform on The Hangar Stage throughout the day, followed by a mid-level headliner band performance at night. Two (2) exterior video screens mounted on each side of The Hangar Building entrance display OC Fair information throughout the day along with a presentation of the headliner band performance at night and are to be viewable from the Main Mall.
- Contractor shall provide a video wall truss structure (see Part IX, Exhibit E) on the exterior of The Hangar Building, which will accommodate video screens provided by District's contracted video equipment and production services vendor. A detail drawing of the video screen has also been included in Part IX, Exhibit E, and additional specification details are below to give Contractor an understanding of the equipment to be supported:
 - Manufacturer: ROE
 - Model: Magic Cube 7H Black LED's
 - Weight: 1,971 lbs
 - Dimensions: 12'W x 19.69'H (480 x 800 Pixels)
 - Total Tiles Per Screen: 60
 - Pixel Pitch: 5 mm
- The Main Mall Show/Video Wall Truss Structure Equipment List is below:
 - (2) – 8'4"D x 13'6"W x 30'4"H truss structures. Bidder shall examine the two drawings located in Part IX, Exhibit E for the trussing and rigging specifications required and shall develop a Main Mall Show/Video Wall Truss Structure Equipment List that fulfills these specifications. Also to be included in this system are:
 - (4) – Hoist 208V 1-Ton 16FPM Soca7 with chain bags
 - (1) – Hoist Distro Soca7 8-way

5. Pacific Amphitheatre Ambient Lighting

The Pacific Amphitheatre Ambient Lighting will be utilized in the new Pacific Amphitheatre plaza grounds area for the 2020 OC Fair. Contractor shall be prepared to provide the equipment to meet the current system

plan as detailed in this RFP and make adjustments in system layout. No additional cost shall be charged to the District for redesign of the venue utilizing the same equipment. Below is the minimum list of required general lighting equipment for Pacific Amphitheatre Ambient Lighting:

- (30) – Source Four® PARs with gels in various locations in venue

6. Ceramics

- (12) – PAR 64 500 Watt, with gels
- (8) – 4' x 8' x 12" desks (demo stage)

7. Exhibit Promenade

- (1) – 30'W X 15'H, 12" box truss freestanding structure
- (12) – LED RGB PARS
- (1) – 20'L X 28"W X 2'H Biljax stage skirted in black with two (2) sets of stairs with hand rails
- (5) – Source 4 Pars on 12" box truss hanging from the building beam
- ADA Lift (no room for ramp)

8. Explorium Destination Kids Tent

- (1) – 20'W X 10'H, 12" box truss freestanding structure w/ base plates and balasts
- (24) – PAR 64 500 Watt, with gels on poles hung down from middle of tent
- (1) – 16'L X 16'W X 1'H Biljax stage skirted in black with black Astroturf and one (1) set of stairs

9. Family Fair Way Arch

- 45'W x 16'H, 18" to 20" box truss freestanding structure (see picture below)
- Rectangular structure on top of trussing to accommodate 4'H banner display. Approximate banner dimensions are 40'L x 4'H.
- (8) – Nook Lights with barn doors



(Contractor shall determine the size of truss needed to fulfill this specification. Contractor shall collaborate with the District to ensure proper placement.)

10. Country Meadows Arches

- (2) – 20'L x 16'H, 18" to 20" box truss freestanding structure with rectangular structure on top of trussing (all sides)
- (12) – Nook Lights
- 300' of festoon lights
- (4) – Lekos on décor
- (8) – source 4 Pars with gels on décor

11. Heroes Hall Arch

- 45'W x 16'H, 18" to 20" box truss freestanding structure (see pictures below) with balasts Rectangular structure on top of trussing to accommodate 4'H banner display. Approximate banner dimensions are 40'L x 4'H.
- (8) – Nook lights with barn doors for signage
- (12) – Red, White, Blue source 4 pars as truss warmers



12. Baja Blues

- (10) – LED RGB Pars and small dimmer
- (1) – 12'L X 12'W X 1'H stage skirted in black

13. Livestock Auction Ring

- (2) – 40' spanner trusses with four (4) ½-ton motors attached to District-owned 15' circle truss
- All Spansets
- Contractor to install District-owned 15' circle truss using Contractor's rigging and supplies.

14. Junior Livestock Stage (1-Day Event):

- (1) - 8'L X 16'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with safety rails

15. Country Meadows Stage, Truss and Lighting

- (1) – 26'L X 18'W X 16'H shade structure (shade cloth to be 24' x 16')
- (16) – PAR 64 500 Watt, general wash lighting , with gels and small dimmer
- (1) – 24'L X 16'W X 2'H Biljax stage skirted in black with two (2) set of stairs with safety rails
- ADA Lift (no room for ramp)

D. VENUE EQUIPMENT LIST – IMAGINOLOGY

The Hangar Building

- (1) – 12'L X 20'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with safety rails

Main Mall

- (1) – 24'L X 24'W X 2'H Biljax stage skirted in black with two (2) sets of stairs and ramp with safety rails
- (1) – 26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast

Los Alamitos Building (Building 14)

- (1) – 12'L X 20'W X 1'H Biljax stage skirted in black with black Astroturf

Dia Del Nino

- (1) – 24'L X 24'W X 24'H Biljax stage skirted in black with black Astroturf, two (2) sets of steps

- (1) – 26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast

E. PERSONNEL SERVICES AND REQUIREMENTS

1. General Requirements

- Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all staging, truss, and lighting systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the twenty-three (23) current days of the annual OC Fair. Labor for Imaginology shall include all delivery, installation, maintenance, teardown and removal services necessary to support all three (3) days of installed stage equipment.
- The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
- During the annual OC Fair, technicians must be present for the initial equipment setup, all twenty-three (23) days of the Fair and the final equipment strike; technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event. Personnel will not be required to maintain an onsite presence during the annual Imaginology event.
- The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

2. Setup and Teardown Requirements

- Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- Contractor shall be required to provide equipment and services for the annual OC Fair each July and August, and stage equipment for the annual Imaginology event each year. Setup generally begins two (2) weeks prior to the event and the systems should be loaded in, set up, and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair and/or Imaginology.
- For the 2020 OC Fair, it is anticipated Contractor will begin setup on July 1, 2020, and shall have all equipment set up and operational by 5:00 p.m. on July 15, 2020. Exact dates for the 2020 OC Fair and any subsequent OC Fair and/or Imaginology events are subject to change. Performance dates for future OC Fairs/Imaginology events will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- Teardown begins the day after the last performance. Contractor is allowed up to five (5) days for completion of teardown for the OC Fair and up to three (3) days for Imaginology, or as

communicated by the District. Teardown shall begin no later than 8:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.

- e. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- f. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan for that OC Fair run. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph B – Equipment Quality and Requirements, Item 1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

3. Show/Rehearsal Crew Requirements

- a. The following show/rehearsal crew requirements apply to the annual OC Fair only and are not required for Imaginology:
 - i. Contractor shall provide a minimum of one (1) Crew Chief/Lighting Operator and one (1) Systems Technician who will provide support for all locations. The Systems Technician will work with the Operator to ensure proper functioning of all Contractor-supplied systems.
 - ii. Contractor shall supply personnel to operate and maintain lighting, staging and truss systems during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work by 5pm Wednesday - Sunday to be ready to turn on all lights. A typical workday begins at 8:00 a.m. and ends at midnight. Operators shall arrive at 5pm to the OC Fair each day. Operations cease at approximately 12:00 a.m. each performance night. All equipment repairs and adjustments shall be done after the fair closes or before it opens.
 - iii. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
 - iv. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
 - v. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment and tear down equipment.
 - vi. Contractor's personnel shall adapt and be flexible to reasonable requests regarding lighting, staging and truss system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.

F. DEFINITIONS AND BIDDING REQUIREMENTS

The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair and/or Imaginology. The above equipment lists identify the items most commonly utilized by the District. Bidder is responsible for a cost-effective and comprehensive design. These equipment lists are included to outline the scope of requirements as substantiated by the variety of past performances (see Part V, Sections C and D). Based upon Bidder's experience and the information contained herein, Bidder shall supply a design plan and provide equipment and services appropriate for venues of this scope. Contractor is responsible to ensure a complete and fully functional package/system is provided.

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

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

Bid – Equipment (Imaginology): Bidder shall provide an "Imaginology" package price for the above anticipated equipment list for the 3-day run of the annual Imaginology for each of the venues listed below:

- The Hangar Building
- Main Mall
- Los Alamitos Building (Building 14)
- Dia Del Nino

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

- Fair Square
- Heritage Stage
- Plaza Pacifica Stage (Karaoke)
- Main Mall Show/Video Wall Truss Structure
- Pacific Amphitheatre ambient lighting
- Ceramics
- Exhibit Promenade
- Explorium Destination Kids Tent
- Family Fair Way Arch
- Country Meadows Arch
- Heroes Hall Wall Arch
- Baja Blues
- Junior Livestock Stage (1-Day Event)
- Livestock Auction Ring
- Country Meadows stage, truss & lighting

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

- All conventional lighting fixtures are to be complete with gel frames, gel, and safety(s).
- Inclusion of a wide variety of gel to use for creating unique themes and looks.
- All cables, connectors (UL listed), feeders, etc. for power distribution.
- Rigging, spansets, steel cables, shackles, rings, burlap, motors, and lifts.
- Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- ADA-compliant lifts, stairs, and rails; skirting on all sides of stages, and finished tops of stages.
- Spare parts, fixtures, and lamps/bulbs.
- Stamped engineered documents of each stage & truss structure
- Signed company letter stating the stages have been installed according to stamped engineering drawings

Bid - Labor: Bidder shall provide a flat “OC Fair” and “Imaginology” package price for all personnel necessary to provide setup, operation, maintenance and teardown services based upon the scope of work contained herein for the entire run of the annual OC Fair and the annual Imaginology event.

PART VI

EVALUATION, SELECTION & SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the District's needs as described in this RFP. This part describes the process the District will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a Bidder for clarification purposes only. The Bidder will not be allowed to ask questions concerning other Bidders, but only to respond to clarification questions from the Committee. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

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

This is not a public review.

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

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

This is not a public review.

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the proposal.

This is not a public review.

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

This is not a public review.

6. Small Business Bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable and up to 5%. The "Financial Proposal Bid Forms" will be used to determine the not to exceed amount of the contract.
7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members.

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 one hundred (100) total points is possible. The proposal will be scored according to the quality of the response, both physical and interpretive, for the following criteria. The Bidder who receives the highest score will be awarded the contract.

The Committee reserves the right to visit a qualified Bidder's place of business for an onsite inspection of the operation before the final scoring process is completed. The Committee reserves the right to visit a site presently being serviced by qualified Bidder before final scoring process is completed.

Scoring categories correlate to the items found in Part VII – Mandatory Format and Content Requirements, Sections C and D. Scoring shall be based upon the quality and applicability of the response for each category.

	MAXIMUM POINTS
1. Company History and Personnel	20
a. History and scale of Bidder's organization	6
b. Background and relevance of professional experience of Bidder and Bidder's management	6
c. Organization chart and ability to meet scheduling requirements for supervisors, key staff and personnel	4
d. Describe personnel policies and training materials, including safety programs; Employee Handbook and Grooming Standards.....	4
2. Equipment and Supplies.....	15
a-b. Provide a general statement as to Bidder's ownership of the equipment needed to fulfill the scope of work and if any equipment must be purchased or rented; supply a complete, detailed list of Bidder's inventory, including the total quantities and details for equipment requested in this RFP; for each item, indicate ownership of equipment/supplies, including a breakout of owned vs. rented; describe quality and condition of proposed equipment/supplies.....	10
c. Submit high-quality color photographs of specified equipment.....	5
3. Experience and Ability to Perform	35
a. Description of prior experience; list projects Bidder has completed within the past five (5) years that meet all required criteria.....	8
b. Four (4) Letters of Recommendation from clients serviced by Bidder. Letters must not be more than one (1) year old.....	5
c. Operations plan describing how Bidder will manage the District's deadlines, scheduling needs and expectations.....	8
d. Describe Bidder's ability to use ingenuity and/or innovation to solve a complex problem ...	5
e-f. Statement describing the source and amount of financing required by the Bidder to fulfill the terms of the agreement. If all financing is to be funded solely by the Bidder, this shall be stated; reference letters from financial institutions.....	5
g. Insurance coverage and ability to obtain required coverage.....	4
4. Financial Proposal Bid Form	30
GRAND TOTAL OF POSSIBLE 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

Each proposal must be prepared as one (1) document and inserted in a sealed package. Sealed packages need to be clearly labeled in the manner described in Part II, Section C.

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

The first page 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 #: GL-07-20 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”

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

INCLUDE IN YOUR BID PACKAGE THE FOLLOWING IN ADDITION TO ALL OTHER REQUIREMENTS WHERE APPLICABLE IN THE RFP:

1. Cover Letter (With required verbiage)
2. Technical Proposal
3. Financial Proposal Bid Form (Completed, signed, and dated)
4. Bidder/Contractor Status Form (Completed, signed, and dated)
5. Bidder Declaration GSPD-05-105 (Completed, signed, and dated)
6. OC FEC Procedures Form (Completed, signed, and dated)
7. Darfur Contracting Act Attachment (Completed, signed and dated)
8. Iran Contracting Act Attachment (Completed, signed and dated)

9. If Bidder is claiming the Small Business Preference (Certification print from and include the form <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>)
10. If Bidder is claiming DVBE Incentive, Complete the DVBE documentation form(s) and include, Disabled Veteran Business Enterprise Declarations, DGS PD 843 (formerly STD 843), (See Part II) https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

C. TECHNICAL PROPOSAL

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 subcontractors are to be used to fulfill this contract, submit applicable information as well.

Bidder must submit sufficient documentation to determine that their company can meet the contract requirements. All responses must be provided in narrative detail, except as requested differently.

1. Company History and Personnel

- a. Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff and other key elements of business operations.
- b. Describe background and professional experience of Bidder's management team.
- c. Attach an organization chart of the proposing company, including the personnel that would be assigned to this contract. Provide a listing of the key staff who will supervise the contract, detailing the qualifications and responsibilities of those key members.
- d. Describe and include any applicable personnel policies and training materials, including safety programs and customer service education. Provide commentary on safety record and programs. Submit Employee Handbook and Grooming Standards.

2. Equipment and Supplies

- a. State if Bidder can fulfill the requirements of this RFP with Bidder's own equipment. If Bidder cannot meet the requirements of this RFP with Bidder's own equipment, describe how Bidder will procure, either by purchase or rental, the items that are not owned by Bidder.
- b. Provide a full system list of equipment and supplies that will be utilized in the implementation of this contract for all venues. Include a detailed narrative of the overall systems (lighting, staging and truss, as applicable) for all venues required. For each item, indicate the following:
 - Total quantities and details for equipment/supplies owned and/or maintained by Bidder;
 - State if the equipment/supplies are **owned** by Bidder and specify the **portion owned**. Note: Ownership of equipment is preferred and will receive higher scoring;
 - For equipment/supplies **not owned** by Bidder, state if Bidder will purchase the items needed or rent the items needed;
 - Manufacturer/brand name and model/model number; and
 - Describe the condition and quality of equipment/supplies.
- c. Submit (**as Bidder's Attachment 4**) high-quality color photographs of the following equipment installed by Bidder and representative of the quality the District will expect and hold Bidder accountable to if awarded the contract, as referenced on the Financial Proposal Bid Form (see Part IX, Section A-3):
 - Lighting Equipment – Submit a minimum of three (3) photos of installed lighting equipment at two (2) different venues. Photos should represent equipment utilized outdoors.

- Staging Equipment – Submit a minimum of three (3) photos of installed staging equipment for a pop or rock and roll music show. Photos shall represent equipment utilized outdoors.
- Truss Equipment – Submit a minimum of three (3) photos of installed truss used in outdoor areas.

3. **Experience and Ability to Perform**

- Provide a list of all clients, such as fairs, festivals, or concert series, who have **a minimum of three (3) or more consecutive days of performances in multiple locations, and a minimum combined installation of fifteen (15) stages, lighting systems and truss structures**, where Bidder has satisfactorily performed similar services within the last five (5) years, and for whom Bidder has been contracted for a continuous period of no less than two (2) consecutive years. At least one (1) shall reflect work performed in 2018 and/or 2019.

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

CLIENT 1

Name of Client:

Street Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Email Address:

Total Years of Service to Client:

Date Service Began:

Date Service Ended:

Size of Venue (Facility and Grounds):

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

For Each Event Supported, List:

- Number of Days

- Number of Attendees

- Number of Performances

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

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

- Submit (**as Bidder's Attachment 9**) four (4) Letters of Recommendation, written within the last twelve (12) months, from facility managers who have contracted Bidder's services within the last two (2) years. Two (2) letters must meet the criteria listed in Item 3 – Experience and Ability to Perform, Paragraph A above. Letters shall be dated, signed and must provide detailed information regarding the services provided for the referring clients, which indicate:
 - Name of company;
 - Date of letter;
 - Timeframe of services performed;

- Level of completion of contracted duties;
- Personnel reliability, quality, performance of duties;
- Ability to meet deadlines and maintain schedules; and
- Full contact information for the reference, including name and title of the author, address and phone number.

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

- c. Include a detailed Operations Plan of how Bidder will complete work effectively and efficiently while meeting the District's deadlines, scheduling needs, quality requirements, and expectations. Specifically, for each of the key areas as follows (i. through iv.), provide a narrative describing Bidder's strategy/plan and performance indicators - identifying the allocation of resources for both equipment and personnel as well as timelines - that are necessary to achieve the District's Scope of Work requirements:
 - i. Overall lighting, staging and truss design plans, including project/performance, equipment and resource management, with specific emphasis on maximizing efficiency, quality, and productivity;
 - ii. Communication efforts and working relationships with District Staff and performers to ensure cooperative interaction;
 - iii. Detailed staffing plan and schedule, including all levels of staffing, position titles, and number of staff/hours required for all venues, which addresses all of the components required in this RFP, including, but not limited to, installation, testing, monitoring, security, teardown and removal; and
 - iv. Emergency preparedness plan in case of electrical fire or other crisis.
- d. Attach letters from at least three (3) different financial references (banks, subcontractors, major suppliers, etc.) that Bidder has done business with during the last two (2) years. Ensure full contact information for the references is listed in the letter, including name and title of the author, address, and phone number.
- e. Include an operations plan of how Bidder will complete work, meeting the District's deadlines and scheduling needs and expectations.
- f. List all subcontractors/suppliers (name, address and phone number) who may be utilized by Contractor to fulfill the District's requirements, and describe in what manner/relationship Bidder has worked with them in the past. Provide an overview of the subcontractor/supplier's company history, including years in business, location(s), total number of staff and other key elements of their business operations.
- g. Attach four (4) letters of recommendation, written within the last twelve (12) months, from facility managers who have contracted Bidder's event tenting and furniture services within the last two (2) years. Provide detailed information regarding the services provided for the clients which indicate:
 - Beginning and end dates of services;
 - Scope, size and nature of services;
 - Level of completion of contracted duties;
 - Personnel reliability, quality, performance of duties;
 - Quality and performance of equipment;
 - Ability to meet deadlines and maintain schedules;
- h. Attach proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide a commitment from Bidder's insurance carrier stating Bidder's

ability to provide the additional insured endorsement upon award of contract (see Part X – Forms, Section C, Exhibit E – Insurance Requirements).

D. FINANCIAL PROPOSAL

The Financial Proposal Bid Forms are located in Part X – 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 Section B – Proposal Format and Content above.

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

PART VIII

ADDITIONAL CONTRACT TERMS & CONDITIONS

These terms and conditions are in addition to those contained in the CCC-4/17 Certification, GTC 4/17 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract.

1. Authorized Representative

Contractor must maintain one (1) or more English speaking 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. 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.

Weather protection of equipment is the responsibility of the District.

4. Venue Clean-Up

Contractor shall provide detailed cleaning of venues prior to and after each event. This includes pick-up of all ground trash and blowing, inside and outside the perimeter of the venues. Contractor shall pressure wash entire venue as needed and upon District approval, using hot water and proper chemicals to remove gum spots and spills. Contractor shall empty all trash receptacles, replace sleeves, and re-line trash cans, including the perimeter of the venues. Contractor shall meet with District's Event Operations Supervisor and Event Services Coordinator prior to and after cleaning of all facility venues. Contractor shall provide touch-up crew prior to event gates opening to the public as needed at venue for touch-up seat cleaning. Ground/floor drains must be observed for smell and build up, and cleaned prior to and after each event. Contractor shall exchange out 2-cubic yard dumpsters in the venue and provide count of exchanged dumpsters to the District. Electric carts will not be permitted in the event zone. Exchanges will be required to be performed manually.

5. Events

The District's Event Services Department shall provide a current calendar of events (via email) for Contractor. Contractor or Contractor's representative will communicate with the District's Event Operations Department on a weekly basis for any updates and/or changes. Contractor shall schedule operators so as not to interfere with other events. There may be reduced or additional dates that need service for interim events depending on the District's event schedule. These additional dates will be scheduled through the District's Event Operations Department.

6. Staffing and Uniforms

Contractor shall provide employees who are able to speak and understand basic English to effectively respond to customer questions. Contractor or Contractor's representative shall make daily inspections of premises each day staff is on site. During the OC Fair, Contractor will report at 7:00 a.m., 3:30 p.m. and 11:00 p.m. Contractor shall have each and every crew report to the

District's OC Fair Event Operations Manager at the start of each shift. Contractor will provide a management representative at weekly staff meeting during the annual OC Fair. During interim events, crew is to report to the District's Event Operations Supervisor before commencing shift.

Contractor will ensure employees take their break at a set location. Employees are not permitted to eat at work areas or consume food while pushing gray trash dumpsters for health and safety reasons.

Assigned personnel will wear matching uniform shirts with Contractor's company name and logo, and uniform pants. Uniform shirts must have sleeves and be worn with the tails or shirt ends tucked in to the uniform pants. Pants may not be sagging. If a hat is worn, it must have the Contractor's company name and/or logo. Contractor's company name, logo, and employee's name on the uniform shirt must be visible. Uniforms must be cleaned, properly laundered and pressed. Contractor shall provide the District with a sample of their uniform when request. Uniform samples may be picked up or returned upon completion of the award process at Contractor's expense.

7. Personnel Policy

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with Material Safety Data Sheets (MSDSs), and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees 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 will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

8. 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.

9. 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 thirty (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.

10. 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.

11. Insurance

Proof of insurance that meet the requirements of the State (see attached Insurance Requirements, page 67) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

12. Work Permit Law

If Contractor employs youth under the age of eighteen (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.

13. Uniforms and Badges

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

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

14. 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.

15. 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.

16. 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.

17. Subcontracting

Subcontracting of goods or services must be approved in writing, by the District.

18. Fire Regulations

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

19. Travel, Transportation and Accommodations

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

20. 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.

21. 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.

22. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Forms 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 Forms.

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.

23. 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.

24. 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 regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety 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.

25. 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.

26. 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.

27. 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.

28. Termination

The District reserves the right to terminate any contract with or without cause 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.

*** Note – OCFEC WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE, EXPENSES OR CHARGES INCURRED BY A BIDDER IN PREPARING OR SUBMITTING A PROPOSAL, NOR IN PROVIDING ANY ADDITIONAL INFORMATION CONSIDERED NECESSARY BY OCFEC FOR THE EVALUATIONS OF PROPOSALS.**

PART IX

EXHIBITS A-E

EXHIBIT A

FACILITY MAP



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

Facility Map

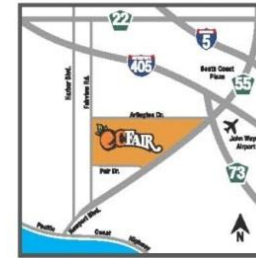
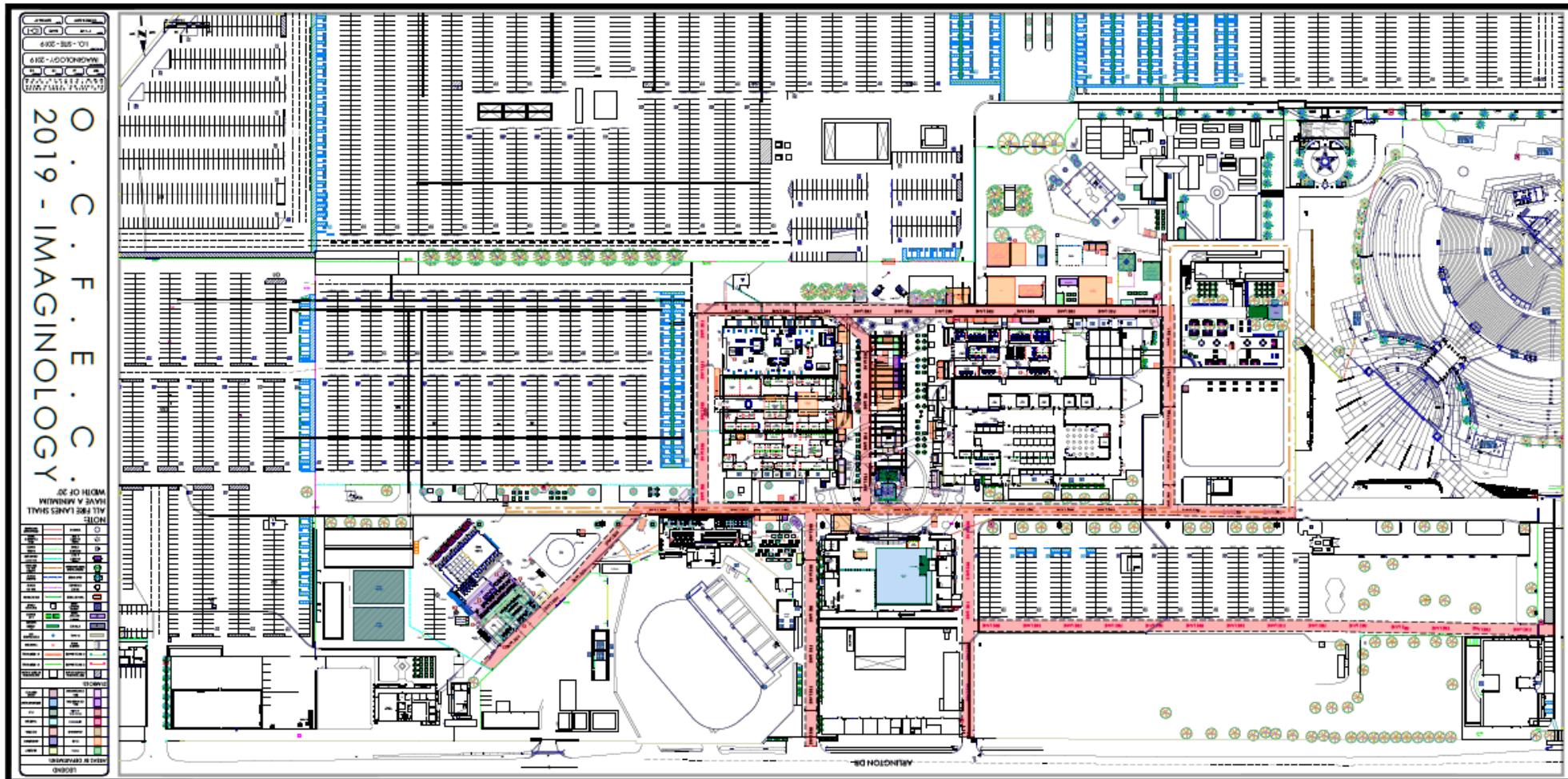


EXHIBIT B
IMAGINOLOGY MAP



**EXHIBIT C
FAIR SQUARE TRUSS**

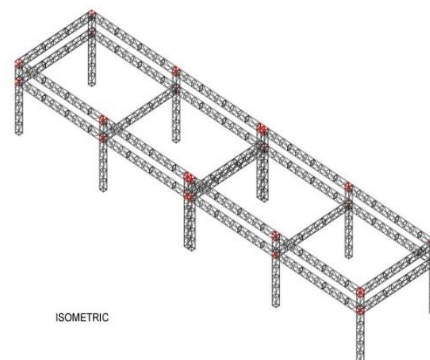
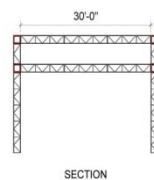
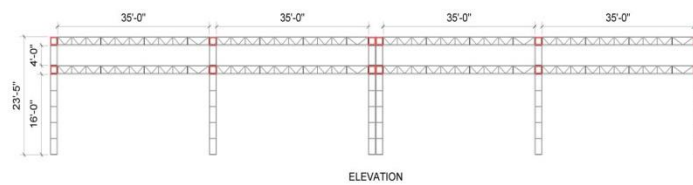
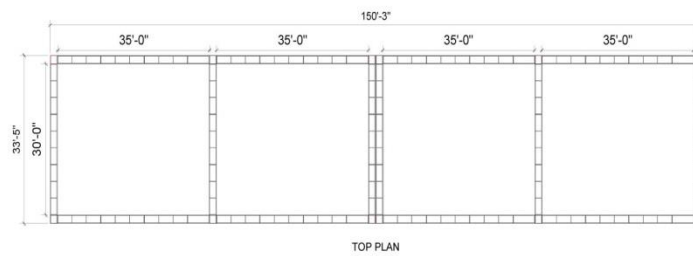


EXHIBIT D HERITAGE STAGE PLAN DETAIL

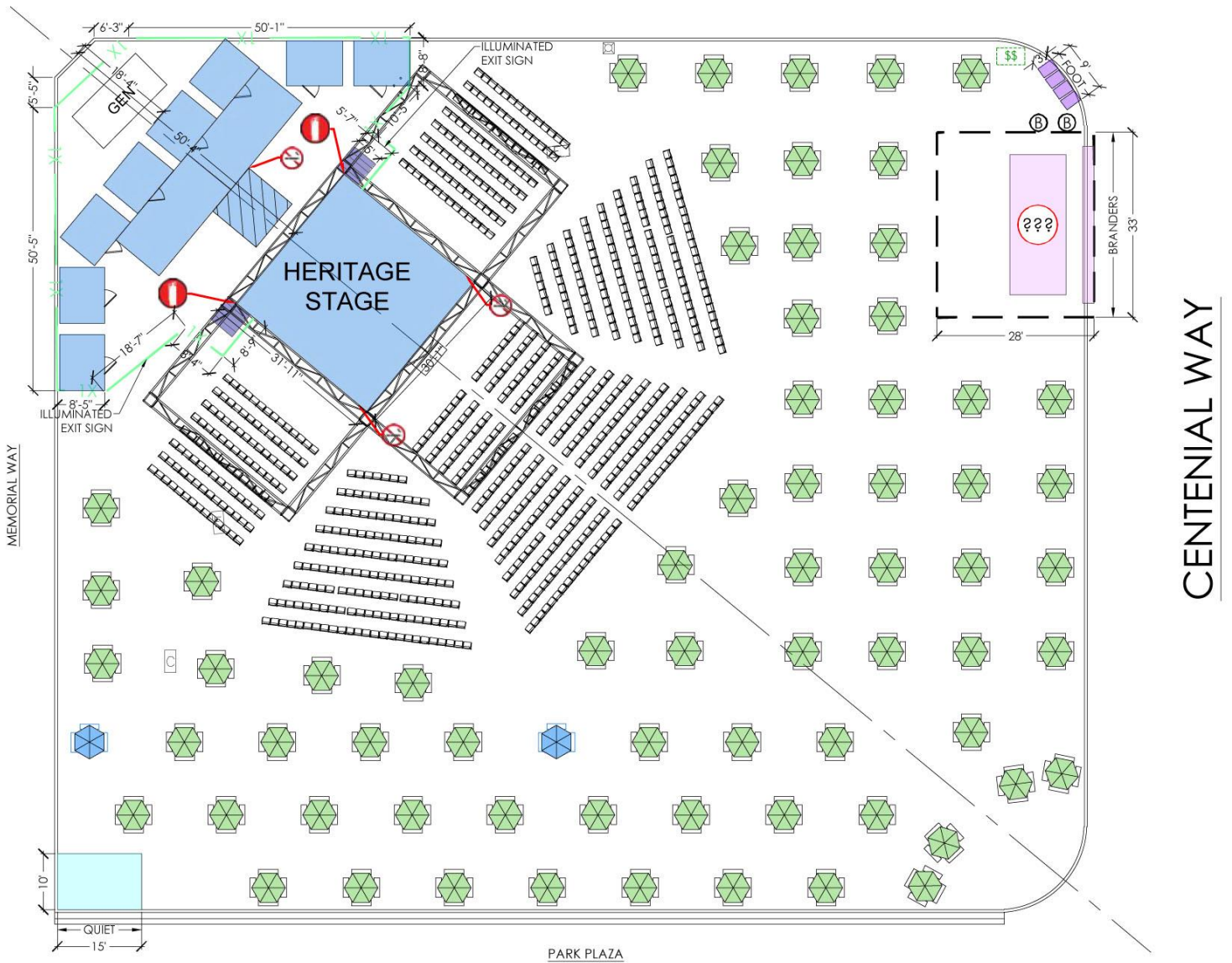
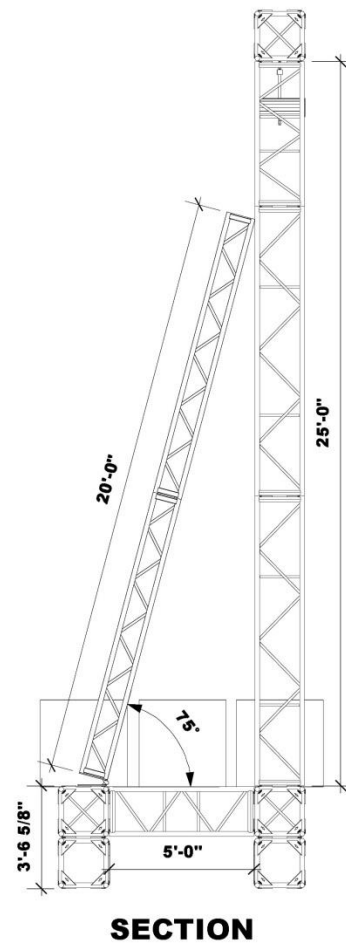
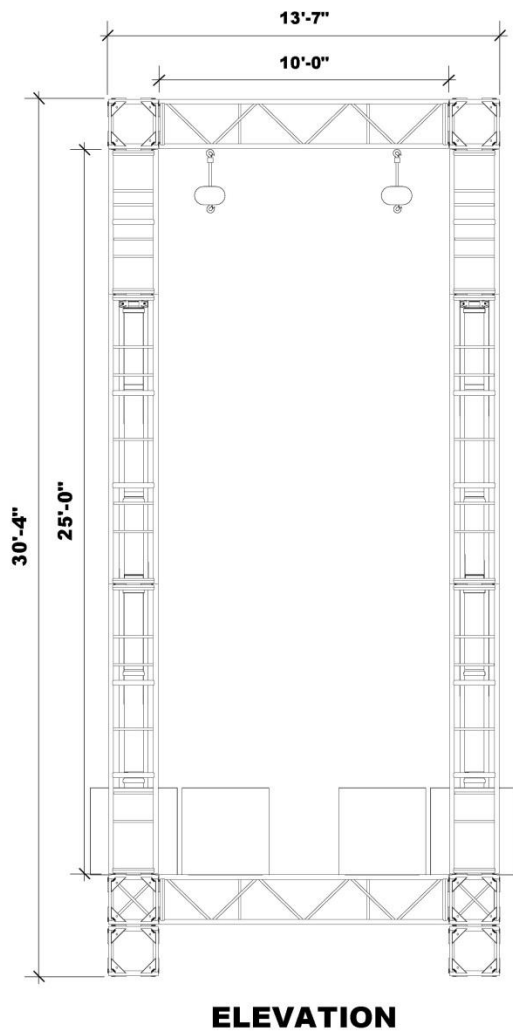
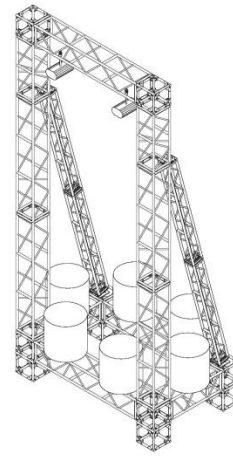
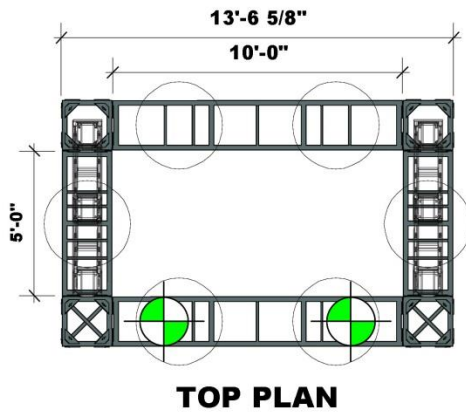
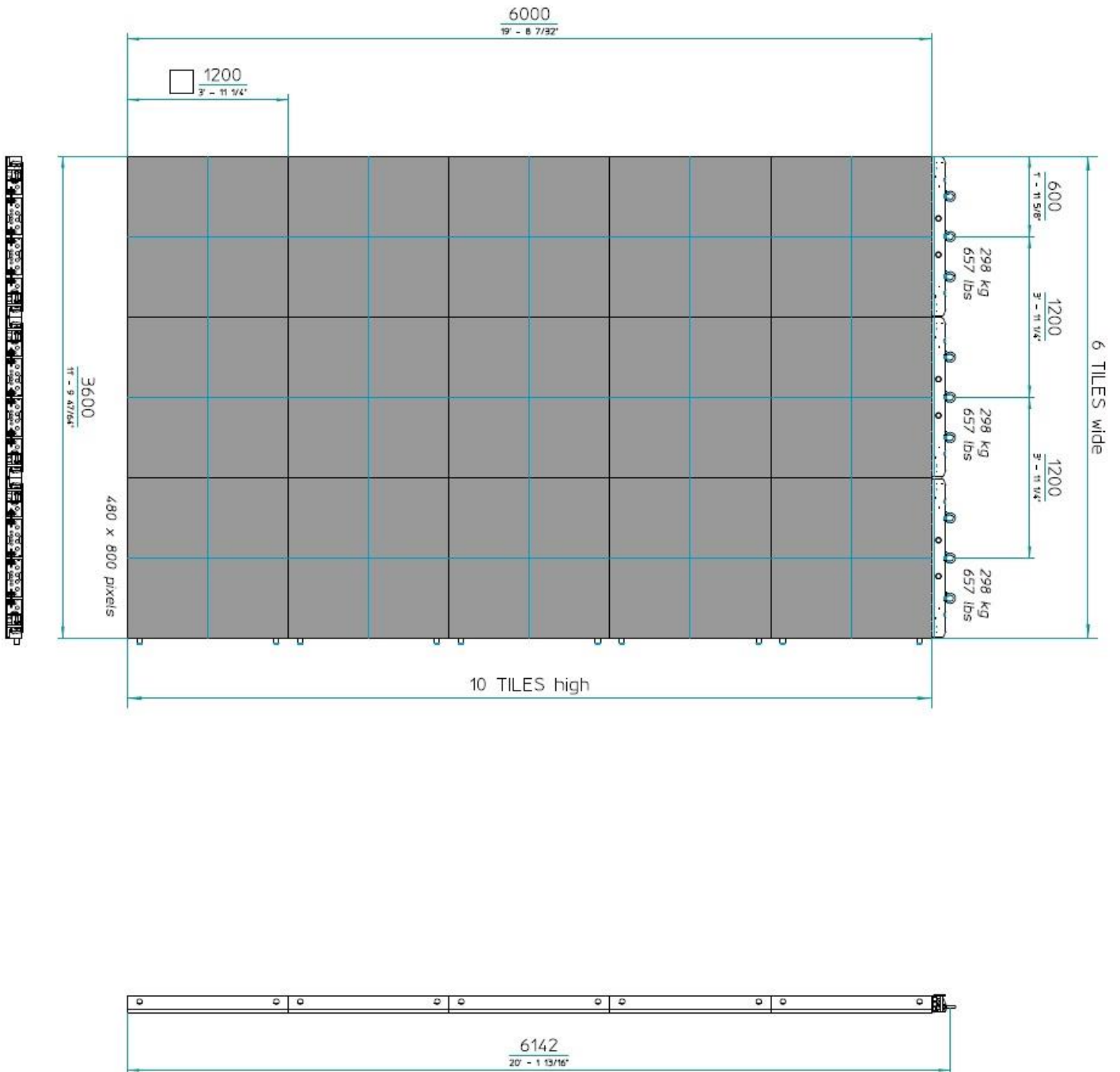


EXHIBIT E
MAIN MALL SHOW/VIDEO WALL TRUSS STRUCTURE
VIDEO SCREEN TRUSS DETAIL



**EXHIBIT E (CONT.)
MAIN MALL SHOW/VIDEO WALL TRUSS STRUCTURE
VIDEO SCREEN DETAIL**



PART X

FORMS SECTION

Overview Checklist

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

1. Cover Letter (With required verbiage)
2. Technical Proposal
3. Financial Proposal Bid Forms (Completed, signed, and dated)
4. Bidder/Contractor Status Form (Completed, signed, and dated)
5. Bidder Declaration GSPD-05-105 (Completed, signed, and dated)
6. OCFEC Uniform and Identification Procedures Form (Completed, signed, and dated)
7. Darfur Contracting Act Attachment (Completed, signed and dated)
8. Iran Contracting Act Attachment (Completed, signed and dated)
9. If Bidder is claiming the Small Business Preference (Certification print from and include the form <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>)
10. If Bidder is claiming DVBE Incentive, Complete the DVBE documentation form(s) and include, Disabled Veteran Business Enterprise Declarations, DGS PD 843 (formerly STD 843), (See Part II) https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf

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 4/17 General Terms and Conditions
- CCC-4/17 Certification, Special Terms and Conditions
- Insurance Requirements
- Megan's Law Screening
- OCFEC Uniform and Identification Procedures
- Additional Terms and Conditions

SECTION A – TO BE COMPLETED BY BIDDER

Form A-1: COVER LETTER

The first page 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 #: GL-07-20 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.”

Form A-2: TECHNICAL PROPOSAL

Form A-3: FINANCIAL PROPOSAL BID FORM

RFP NUMBER GL-07-20

Page 1 and Exel Spreadsheet (Financial and Signature Page)

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

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

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. Package pricing shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, distribution amplifiers, etc. necessary to ensure systems are whole and fully functional. Contractor is responsible for ensuring a complete and fully functional equipment package/system is provided.

The contracted "RUN OF FAIR" and "RUN OF EVENT" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost (including sales tax, delivery/pick-up fees, installation/removal labor fees for each item, etc.) and will cover the entire rental/service period for the annual OC Fair and Imaginology, respectively, from installation and testing through final teardown.

Bid Equipment: Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

Bid Labor: Bidder shall input an annual flat combined labor package price for all venues.

Form A-3: FINANCIAL PROPOSAL BID FORM

RFP NUMBER GL-07-20

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FAIR SQUARE Lighting/Truss Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
36	Source Par Four, with gels	\$ -	\$ -	\$ -	\$ -	\$ -
36	Nook Lights with barn doors	\$ -	\$ -	\$ -	\$ -	\$ -
1	Truss System and Equipment: 150'3"L X 33'5"W X 16'H white shade structure, 20' truss with rectangular structure on top of trussing (all sides) to accommodate 4'H banner display. 35'L X 4'H installed on the 150'3" side of truss structure (4 banners total per side). 30'L X 4'H installed on the 33'5" side of the truss structure (1 banner total per side) (Contractor shall determine the size of truss needed to fulfill this specification. Contractor shall collaborate with the District to ensure proper placement.) Contractor to supply 55'L x 20'H truss bridge for cable ramp to power distro location	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure	\$ -	\$ -	\$ -	\$ -	\$ -
Fair Square Lighting/Truss Equipment Cost - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
FAIR SQUARE LIGHTING/TRUSS EQUIPMENT - TOTAL BID (ALL FIVE YEARS)						\$ -

HERITAGE STAGE Lighting/Staging/Truss Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
40	Source four pars with varying lenses and color gel	\$ -	\$ -	\$ -	\$ -	\$ -
12	ETC Source Four Lekos of varying barrel degrees and color gel	\$ -	\$ -	\$ -	\$ -	\$ -
2	12-way ETC Sensor racks	\$ -	\$ -	\$ -	\$ -	\$ -
1	ETC Express console with monitor	\$ -	\$ -	\$ -	\$ -	\$ -
1	Truss shade structure: 34'L x 34'W x 30'H Shade structure w/ 3 @ 34'L x 20'W x 22'H overhang extensions 4 - Roofs (1 - 30' x 30'; 3 - 30' x 20') 24' silver box truss 70% textolite screen	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure & stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stage structure: 32'L x 32'W x 36'H stage skirted in black with 3 sets of stairs w/handrails, 2 on sides, 1 in front ADA lift on side (no room for ramp)	\$ -	\$ -	\$ -	\$ -	\$ -
Heritage Stage Equipment Cost - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
HERITAGE STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)						\$ -

PLAZA PACIFICA STAGE Lighting/Staging/Truss Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
10	Source Four® PARs with small dimmer control and color gel	\$ -	\$ -	\$ -	\$ -	\$ -
1	Staging System and Equipment: • (1) - 24'L X 24'W X 24'H Biljax stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	• The sound attenuation measures consist of an alternating layer of heavy velour fabric, heavy plastic and duvetyn fabric 40'L x 14'H.	\$ -	\$ -	\$ -	\$ -	\$ -
1	• ADA Lift	\$ -	\$ -	\$ -	\$ -	\$ -
Plaza Pacifica Stage Equipment Cost - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
PLAZA PACIFICA STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)						\$ -

MAIN MALL SHOW/VIDEO WALL TRUSS STRUCTURE Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
1	Stamped engineering drawings of truss structure	\$ -	\$ -	\$ -	\$ -	\$ -
2	8'4"D x 13'6"W x 30'4"H truss structures. Bidder shall examine the two drawings located in Part VIII, Attachment D for the trussing and rigging specifications required and shall develop a Main Mall Show/Video Wall Truss Structure Equipment List that fulfills these specifications. Also to be included in this system are: - (4) - Hoist 208V 1-Ton 16FPM Soca7 with chain bags - (1) - Hoist Distro Soca7 8-way	\$ -	\$ -	\$ -	\$ -	\$ -

FORM A-3: FINANCIAL PROPOSAL BID FORM

RFP NUMBER GL-07-20

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Main Mall Show/Video Wall Equipment Cost - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
MAIN MALL SHOW/VIDEO WALL EQUIPMENT - TOTAL BID (ALL FIVE YEARS)						\$ -
PACIFIC AMPHITHEATRE AMBIENT LIGHTING Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
30	Source Four® PARs with gels in various locations in venue	\$ -	\$ -	\$ -	\$ -	\$ -
Pacific Amphitheatre Ambient Lighting Equipment Cost - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
PACIFIC AMPHITHEATRE AMBIENT LIGHTING (EQUIPMENT) - TOTAL BID (ALL FIVE YEARS)						#REF!
SMALLER VENUE LIGHTING, STAGING AND TRUSS Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
CERAMICS						
12	PAR 64 500 Watt, with gels	\$ -	\$ -	\$ -	\$ -	\$ -
8	4'W x 8'L x 12'H desks (demo stage)	\$ -	\$ -	\$ -	\$ -	\$ -
EXHIBIT PROMENADE						
1	30'W X 15'H, 12" box truss freestanding structure	\$ -	\$ -	\$ -	\$ -	\$ -
12	LED RGB PARS	\$ -	\$ -	\$ -	\$ -	\$ -
1	20'L X 28'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with hand rails	\$ -	\$ -	\$ -	\$ -	\$ -
2	5 Source 4 PARS on 12" box truss hanging from the building beam	\$ -	\$ -	\$ -	\$ -	\$ -
1	20'L X 28'W X 2'H Biljax stage skirted in black with 2 sets of stairs	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure & stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	ADA Lift(no room for ramp)	\$ -	\$ -	\$ -	\$ -	\$ -
EXPLORIUM DESTINATION KIDS TENT						
1	20'W X 10'H, 12" box truss freestanding structure	\$ -	\$ -	\$ -	\$ -	\$ -
24	PAR 64 500 Watt, with gels on poles hung down from middle tent	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure & stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	16'L X 16'W X 1'H Biljax stage skirted in black with one (1) set of stairs with safety rails and ramp	\$ -	\$ -	\$ -	\$ -	\$ -
FAMILY FAIR WAY ARCH						
1	45'W X 16'H, 18" to 20" box truss freestanding structure with rectangular structure on top of trussing (all sides) to accommodate 4'H banner display	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure	\$ -	\$ -	\$ -	\$ -	\$ -
8	Nook lights with barn doors for signage	\$ -	\$ -	\$ -	\$ -	\$ -
COUNTRY MEADOW ARCHES						
2	Meadows Arches: (2) 20'L x 16'H, 18" to 20" box truss freestanding structure with rectangular structure on top of trussing (all sides)	\$ -	\$ -	\$ -	\$ -	\$ -
12	Nook Lights with barn doors for signage	\$ -	\$ -	\$ -	\$ -	\$ -
300ft	Festoon Lights	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lekos focused on décor	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure	\$ -	\$ -	\$ -	\$ -	\$ -
8	Source 4 PARS with gels focused on décor	\$ -	\$ -	\$ -	\$ -	\$ -
HEROES HALL ARCH						
1	45'W x 16'H, 18" to 20" box truss freestanding structure (see drawing below) with balasts Rectangular structure on top of trussing to accommodate 4'H banner display. Approximate banner dimensions are 40'L x 4'H	\$ -	\$ -	\$ -	\$ -	\$ -
8	Nook lights with barn doors for signage	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure	\$ -	\$ -	\$ -	\$ -	\$ -
12	Red, White, Blue source 4 pars as truss warmers	\$ -	\$ -	\$ -	\$ -	\$ -
BAJA BLUES						
10	LED RGB PARS and small dimmer	\$ -	\$ -	\$ -	\$ -	\$ -
1	12'L X 12'W X 1'H stage skirted in black	\$ -	\$ -	\$ -	\$ -	\$ -
LIVESTOCK AUCTION RING						
2	40' spanner trusses with (4) ½-ton motors and all Spansets (attached to District-owned 15' circle truss)	\$ -	\$ -	\$ -	\$ -	\$ -
	All Spansets					
	Contractor to install District-owned 15' circle truss using Contractor's rigging and supplies					
JUNIOR LIVESTOCK AUCTION (1-DAY EVENT)						
1	8'L X 16'W X 2'H Biljax stage skirted in black with 2 sets of stairs with safety rails	\$ -	\$ -	\$ -	\$ -	\$ -
COUNTRY MEADOW STAGE, TRUSS, AND LIGHTING						
1	26'L X 18'W X 16'H shade structure (shade cloth to be 24' x 16')	\$ -	\$ -	\$ -	\$ -	\$ -
16	PAR 64 500 Watt, general wash lighting , with gels and small dimmer	\$ -	\$ -	\$ -	\$ -	\$ -
1	24'L X 16'W X 2'H Biljax stage skirted in black with one (2) set of stairs with safety rails	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure & stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	ADA Lift(no room for ramp)	\$ -	\$ -	\$ -	\$ -	\$ -
Smaller Venue Equipment Cost - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
SMALLER VENUE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)						\$ -

FORM A-3: FINANCIAL PROPOSAL BID FORM

RFP NUMBER GL-07-20

Page 4 of 4

IMAGINOLOGY Staging Equipment - RUN OF EVENT (Currently 3 Days)		2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
THE HANGAR BUILDING						
1	12'L X 20'W X 2'H Biljax stage skirted in black with 2 sets of stairs with safety rails	\$ -	\$ -	\$ -	\$ -	\$ -
MAIN MALL						
1	24'L X 24'L X 2'H Biljax stage skirted in black with 2 sets of stairs with safety rails	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure & stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast	\$ -	\$ -	\$ -	\$ -	\$ -
LOS ALAMITOS BUILDING (BUILDING 14)						
1	12'L X 20'W X 1'H Biljax stage skirted in black with 2 sets of stairs with black Astroturf	\$ -	\$ -	\$ -	\$ -	\$ -
DIA DEL NINO						
1	24'L X 24'W X 24'H Biljax stage skirted in black with black Astroturf, (2) sets of steps	\$ -	\$ -	\$ -	\$ -	\$ -
1	Stamped engineering drawings of truss structure & stage	\$ -	\$ -	\$ -	\$ -	\$ -
1	26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast	\$ -	\$ -	\$ -	\$ -	\$ -
Imaginology Equipment Cost - RUN OF EVENT TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
IMAGINOLOGY EQUIPMENT - TOTAL BID (ALL FIVE YEARS)						\$ -
Lighting, Staging and Truss Labor						
Labor		2020	2021	2022	2023	2024
		Labor Price	Labor Price	Labor Price	Labor Price	Labor Price
OC Fair Labor Package (ALL VENUES) - RUN OF FAIR (Currently 23 Days)		\$ -	\$ -	\$ -	\$ -	\$ -
Imaginology Labor Package (ALL VENUES) - RUN OF EVENT (Currently 3 Days)		\$ -	\$ -	\$ -	\$ -	\$ -
Lighting, Staging and Truss Labor - RUN OF EVENT TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
LIGHTING, STAGING AND TRUSS LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)						\$ -
CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT & LABOR)		#REF!	#REF!	#REF!	#REF!	#REF!
TOTAL BID (ALL VENUES, ALL FIVE YEARS)						#REF!

Form A-4: BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER GL-07-20

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

Form A-4: BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER GL-07-20

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.

Form A-5: 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:** _____

Form A-5: 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 1 of 2” accordingly.

Form A-6: OCFEC PROCEDURES

RFP NUMBER GL-07-20

Page 1 of 2

PROCEDURE 0004: 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.

- a. 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.
- b. 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.
- c. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
- d. 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.
- e. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
- f. 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.

PROCEDURE 0005: 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.

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).

Form A-6: OCFEC PROCEDURES

RFP NUMBER GL-07-20

Page 2 of 2

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.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(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.

Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)
Page 1 of 2

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](#)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three- year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)
Page 2 of 2

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Form A-8: DARFUR CONTRACTING ACT ATTACHMENT

RFP NUMBER GL-07-20

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____
 Initials
 + certification We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
 below

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/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 and State of</i>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Forms: Section B

Documents to be completed by District

NOTICE OF PROPOSED AWARD

GL-07-20

Wednesday, April 1, 2020

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

PROPOSED AWARD OF THE

GROUPS LIGHTING, STAGING, AND TRUSS EQUIPMENT AND SERVICES

AT THE OC FAIR & EVENT CENTER TO:

IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. By WEDNESDAY, APRIL 8, 2020, THE AWARD WILL BE FINAL.

Forms: Section C

Documents That Are Part of the Contract to Be Awarded

NOTE: TERMS AND CONDITIONS IN THE SAMPLE OF CONTRACT ARE NON-NEGOTIABLE. OC FAIR & EVENT CENTER IS UNABLE TO ACCEPT PROPOSED ALTERNATE TERMS AND CONDITIONS FROM THE BIDDERS

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 03/2019)

R A F

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

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

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

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

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

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

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

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 – Megan's Law page(s)

Exhibit G – Uniforms and Identification Procedures page(s)

Exhibit H – Additional Terms and Conditions

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

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

Michele Richards, CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME:

Contractor contact information

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted following the removal of each Unit.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

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:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, 32nd District Agricultural Association aka the OC Fair & Event Center, and their respective agents, directors, and employees (collectively, the "District") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the District. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

15. ANTITRUST CLAIMS:

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

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

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 #19-02

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, the California Fair Services Authority, 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 California Fair Services Authority, 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 #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$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 and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$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 Rodeo Events All Types without any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the

contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained 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:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - 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).

I. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than

the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a 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.

2. 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.
3. 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 obligations shall survive the expiration, termination or assignment of this contract.
4. 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).

II. Participant Waivers

1. For hazardous participant events (see subsection 4. below), 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.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains 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 and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – OC FEC MEGAN’S LAW SCREENING & CERTIFICATION FORM

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

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

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

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

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

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

EXHIBIT F – OCFEC MEGAN’S LAW SCREENING & CERTIFICATION FORM (CONT.)

**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
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Other/Explanation if Needed: _____

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

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

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

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

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

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

EXHIBIT F – OCFEC MEGAN’S LAW SCREENING & CERTIFICATION FORM (CONT.)

Megan's Law Screening Listing

[illegible]

Please duplicate this listing sheet if additional space is required

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

EXHIBIT G – OCFEC UNIFORM AND IDENTIFICATION PROCEDURES

PROCEDURE FOR: Uniforms and Identification 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 and their employees are in their company approved uniform when present in a working capacity.

Procedure: 0004

1. All contractors and their employees shall be in their own company uniform at all times when working on OCFEC property including the Pacific Amphitheatre, 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 said company uniform style and logo. Logos will be highly visible and non-offensive in nature. Must adhere to purchasing standards in the contract.
3. If a jacket (or outerwear) is worn the required identification must remain visible at all times. (see OCFEC ID procedure)
4. If any OCFEC contractor(s) or their employees are not in company uniform they will be asked to leave OCFEC property until in the required uniform.
5. If any OCFEC contractor(s) or their employee continues to not follow OCFEC procedures, OCFEC management will ask the company representative to have said employee replaced permanently.
6. Continued lack of support or adherence to OCFEC procedures may result in the cancellation of a contract.

PROCEDURE 0005: 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.

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.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Signature)

(Print Name & Title)

(Date)

