

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

**ENTERTAINMENT MARKETING & BOOKING SPECIALIST**

HIGH SCORE

**REQUEST FOR PROPOSAL PACKAGE**

**RFP NUMBER: MB-10-20**

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

**Date Issued: Friday, May 15, 2020**

**MANDATORY BIDDER INTERVIEW – TUESDAY OR WEDNESDAY, JUNE 23 OR 24, 2020**

**Electronic Bids must be received no later than 11:00 a.m., Monday, June 15, 2020  
with a cover letter containing the following:**

**ENTERTAINMENT MARKETING & BOOKING SPECIALIST SERVICES**

RFP NUMBER: MB-10-20  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

Contact Person: Kelly Vu

E-mail: [RFP@ocfair.com](mailto:RFP@ocfair.com)

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

## ENTERTAINMENT MARKETING & BOOKING SPECIALIST SERVICES

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## PART I

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### DEFINITIONS

|                           |   |
|---------------------------|---|
| <b>BIDDER/PROPOSER:</b>   | The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.   |
| <b>CFSA:</b>              | Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.   |
| <b>CONTRACTOR:</b>        | Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.  |
| <b>DGS:</b>               | Refers to the "Department of General Services," State of California, located at:<br><br>707 Third Street, 7 <sup>th</sup> Floor<br>West Sacramento, California 95605<br>Attention: Office of Legal Services   |
| <b>DISTRICT:</b>          | Refers to the 32 <sup>nd</sup> District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at:<br><br>88 Fair Drive<br>Costa Mesa, California 92626  |
| <b>F &amp; E:</b>         | 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:<br><br>1010 Hurley Way, Suite 200<br>Sacramento, California 95825 |
| <b>IMAGINOLOGY:</b>       | Refers to the annual event held in April of each year.  |
| <b>QUALIFIED:</b>         | 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.  |
| <b>OC FAIR/FAIR TIME:</b> | Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.   |
| <b>RFP:</b>               | Request for Proposal.   |
| <b>RESPONSIVE:</b>        | 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."   |
| <b>YEAR-ROUND EVENT:</b>  | Refers to any event held outside of the annual OC Fair and Imaginology.   |

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## PART II

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### GENERAL INFORMATION

#### A. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32<sup>nd</sup> District Agricultural Association, in releasing this RFP, intends to award a contract for Entertainment Marketing & Booking Specialist Services at the OC Fair & Event Center from January 1, 2021 through December 31, 2022 with three (3) one (1)-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

#### B. BIDDER RESPONSIBILITY

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

#### C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to the closing time and at [RFP@ocfair.com](mailto:RFP@ocfair.com). 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) PDF copy of the entire proposal must be submitted electronically to [rfp@ocfair.com](mailto:rfp@ocfair.com) using [WeTransfer.com](https://wetransfer.com). The District will request one (1) original (hard) copy from the winning bidder once the contract is awarded.
- Proposals must be submitted no later than **Monday, June 15, 2020, at 11:00 a.m.** Pursuant to the law, no proposals shall be considered which have not been received prior to the closing time, stated in this RFP
- Please email the District at [rfp@ocfair.com](mailto:rfp@ocfair.com) to notify us once you have submitted your bid proposal. We encourage you to allow extra time in order for us to receive your proposal before the due date and time.

#### D. CONTRACT AWARD

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

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

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

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to the Board awarding a contract, the District shall post a "Notice of

Proposed Award" at the Administration Office for five (5) working days. In addition, an email containing a link to the notice will be emailed to each Bidder.

A contract award is not final until:

- The time for posting notice of award has expired;
- Protests filed, if any, have been withdrawn or rejected by the Department of General Services and/or
- The Board of the 32<sup>nd</sup> District Agricultural Association approves the award.

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

## **E. TENTATIVE SCHEDULE**

|                                       |   |
|---------------------------------------|---|
| RFP Released                          | Friday, May 15, 2020                      |
| *Questions Due via Email              | Tuesday, June 2, 2020                     |
| Answers Sent to All Bidders via Email | Friday, June 5, 2020                      |
| <b>Proposal Deadline – 11:00 a.m.</b> | <b>Monday, June 15, 2020</b>              |
| Proposals Scored – Round 1            | Tuesday & Wednesday, June 16 & 17, 2020   |
| Bidder Interview(s)                   | Tuesday or Wednesday, June 23 or 24, 2020 |
| Proposals Scored – Round 2            | Thursday, June 25, 2020                   |
| Post/mail "Notice of Proposed Award"  | Friday, June 26, 2020                     |
| **Protest Deadline date               | Friday, July 3, 2020                      |
| Proposed Contract commences           | Friday, January 1, 2021                   |

\*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 received after 5:00 p.m. on Tuesday, June 2, 2020, will be answered.

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

## **F. BIDDER/CONTRACTOR STATUS FORM**

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

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

The District elects to include the DVBE incentive for this RFP. For High Score RFPs, points awarded will be calculated according to the State Contracting Manual.

Bidders must complete and return the Bidder Declaration, GSPD-05-105, found at:  
<https://www.documents.dgs.ca.gov/dqs/fmc/gs/pd/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, found at: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/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, for High Score RFPs, points awarded will be calculated according to the State Contracting Manual, 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, 1<sup>st</sup> 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 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 Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable.

Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

#### **N. NON-ASSIGNMENT**

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

#### **O. LOSS LEADER**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

#### **P. UNANTICIPATED TASKS, TIME OR DELIVERABLES**

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

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## PART III

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

##### 2. Errors and Requests for Additional Information

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

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

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

##### 3. Addenda (Changes to the RFP)

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

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

#### **4. Definitions**

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

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

#### **5. Grounds for Rejection of the Proposal**

A proposal shall be rejected if:

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

A proposal may be rejected if:

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

#### **6. Right to Reject Any or All Proposals**

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

#### **7. Protests**

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

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

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

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

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

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

## **B. OTHER INFORMATION**

### **1. Dispositions of Proposals**

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

### **2. Confidentiality of Proposals**

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

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

### **3. Modifications or Withdrawal of Proposals**

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

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.

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## PART IV

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### OC FAIR & EVENT CENTER HISTORY

The OC Fair & Event Center (OCFEC) is a 150-acre multi-use property owned and operated by the 32<sup>nd</sup> 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. In 2020, the OC Fair will celebrate its 130th year and is scheduled to take place Friday, July 17, through Sunday, August 16.

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.

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## PART V

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### STATEMENT OF WORK TO BE PERFORMED

The 32<sup>nd</sup> District Agricultural Association (“District”) is seeking a highly qualified, Entertainment Marketing and Booking Specialist for the Pacific Amphitheatre at the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

#### A. MINIMUM QUALIFICATION REQUIREMENTS

1. Current and demonstrated knowledge of the talent booking field and available talent, particularly as it relates to popular music.
2. Current and demonstrated knowledge of all aspects of concert event marketing, including advertising development, placement and evaluation, with specific experience in the Southern California marketplace.
3. A minimum of five (5) years of booking experience including identification of suitable performance targets, deal negotiation, contracting, and agent/management liaison functions at venues with a fixed-seat capacity of 5,000 or more, and with an average number of yearly performances of 25 or more.
4. A minimum of five (5) years directing marketing and advertising campaigns for concert event venues with a fixed-seat capacity of 5,000 or more, and with an average number of yearly performances of 25 or more.
5. Established relationships and experience with top talent agencies and strong negotiating skills to secure the most sound and beneficial deal possible for the District.

#### B. VENUE DESCRIPTION AND INFORMATION

##### 1. Pacific Amphitheatre

- a. The Pacific Amphitheatre is an 8,200-seat open-air outdoor venue which currently houses the concert series.
- b. This venue is primarily used during the annual OC Fair as a premier music venue, typically featuring a 23-day headline concert series with acts such as Steve Miller Band, Rebelution, The B-52s, and Brandi Carlile. The District also books up to ten shows that may proceed or follow the Fair.
- c. During the annual OC Fair, the venue generally operates from 7:00 p.m. to 10:00 p.m. Wednesday through Sunday.
- d. Year-round events may include the Pacific Symphony summer concert series, Easter Sunday services, commencement ceremonies, music festivals and expanded District promoted concerts throughout the year.

##### 2. Pacific Amphitheatre Decibel Level and Sound Covenant

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

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

**A. Sound Level Standards**

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

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

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

**B. District-Required Sound Level Requirements**

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

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

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

5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

### C. GENERAL REQUIREMENTS AND INFORMATION

1. Contractor shall provide on the Financial Proposal Bid Form (see Part X - Forms) a flat fee financial proposal based on a 23 show guarantee for the Pacific Amphitheatre Concert Series. In addition, provide a per show cost in the event that the 23 show guarantee is exceeded. Fee will include the cost of any administrative and/or support staff that would be required to fulfill job requirements, as well as all labor and expenses, including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodations, transportation and meals. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable. Annual **not to exceed** amount will be paid over a twelve (12) month period.
2. The District reserves the right to change and/or add any specifications and/or schedules.
3. The annual OC Fair setup is subject to change from year to year.
4. Upon contract award, Contractor shall immediately begin providing entertainment marketing and booking services.
5. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
6. Contractor may be required to travel 2 to 3 times a year to meet with business partners involved in booking and/or marketing process. As meetings dedicated to the programming and marketing of the Pacific Amphitheatre, travel and accommodations will be paid for by the District. California Assembly Bill 1887 (AB 1887) prohibits the travel to certain states as a representative of the OC Fair & Event Center, an agency of the State of California. As per AB 1887, Contractor cannot be paid or reimbursed for travel to included states. A list of states subject to AB 1887 can be found at <https://oag.ca.gov/ab1887>
7. For both Year-Round and Fair Time events, Contractor is expected to be on site from approximately the time the performer or performer representatives and/or staff arrive through the completion of the performance.
8. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.
9. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
10. Personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff and production contractors, under the direction of the Entertainment Director to secure, promote, and stage live events; and to work toward integration of the Pacific Amphitheatre with the OC Fair.
11. Contractor shall have excellent administrative skills and the ability to negotiate complete business deals with all points clearly defined and incorporated into performance contracts.
12. Contractor shall have the ability to accept, work toward and meet deadlines.

13. Contractor shall provide all support staff necessary to successfully fulfill marketing and booking responsibilities.
14. Contractor will work with District staff to create and route all talent contracts and guarantees.
15. To avoid instances that would cause direct or indirect booking conflicts, Bidder may not provide talent booking services for another paid-ticketed venue within a 100-mile radius including venues within Orange County, Los Angeles County, Riverside County and San Diego County. A direct booking conflict is considered any event, performance group or individual that the OC Fair might also pursue for any of its ticketed venues. An indirect booking conflict is considered any performance or individual that is similar enough to an event, performance or individual that the OC Fair might pursue which could compete for ticket sales. This restriction includes the individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
16. To avoid any conflict of interest, Bidder may not, under any circumstance, either as an individual or as a representative of a company, represent performers who might be considered for a paid booking at any of the OC Fair ticketed venues. This restriction includes the individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.

#### **D. Talent Buying**

1. Contractor shall establish, develop and maintain relationships with talent agents, artists and artist's representatives as a representative of the OC Fair & Event Center / Pacific Amphitheatre.
2. Contractor shall stay informed of industry trends and practices.
3. Contractor shall develop and utilize a strong knowledge of the Orange County and OC Fair / Pacific Amphitheatre demographic as it relates to entertainment programming and performance selection.
4. Contractor shall provide the Entertainment Director with research, marketing data, talent availability and recommendations for the Summer Concert Series at the Pacific Amphitheatre, and help to make programming decisions based on all available data. Final decisions to make offers will be made by the Entertainment Director.
5. Contractor shall develop profit and loss estimates for performances being considered.
6. Contractor shall develop performance offers based on profit and loss estimates, performance history and dialog with the Entertainment Director.
7. Contractor shall serve as the District's primary negotiator with talent agents. Responsibilities will include, but are not limited to, the most earnest effort in securing the best deal possible for the District, the creation and finalization of a comprehensive set of deal points which detail the agreement between the District and the agency and the development of performance contracts.
8. Contractor shall negotiate Pacific Amphitheatre performance deals that are to the greatest possible financial and attendance benefit to the OC Fair & Event Center / Pacific Amphitheatre.
9. Contractor shall provide specific event details to Entertainment Director, Pacific Amphitheatre Box Office Manager and Production Manager that will enable them to build events, put them on sale and advance performances.

10. Contractor shall create and maintain a booking calendar which details the status of all performance offers. This calendar should be kept on the District's common drive and available to the Senior Officer, Finance Department and the Entertainment Director.
11. Contractor shall provide liaison and contract follow through with artist representatives on all aspects of contracted performances – including marketing, box office and production – prior to and on the day of the performance.
12. Contractor shall be responsible for decisions and solving problems including analyzing information and evaluating results to choose the best solution and solve problems.
13. Contractor shall be available for regular meetings and/or conference calls to ensure an integrated booking and marketing operation.
14. Contractor shall be available to lend booking and marketing skills to other District entertainment venues (i.e. The Hangar or Action Sports Arena) as needed at no additional cost.

#### **E. Event Marketing**

1. Contractor shall work with the Entertainment Director to establish and monitor marketing budgets.
2. Contractor shall be responsible for the development of new, innovative, and creative ways of attracting people and prompting them to purchase tickets to events.
3. Contractor shall demonstrate a thorough knowledge and understanding of the Southern California live music performance market, especially as it relates to Orange County.
4. Contractor shall research talent history and performance, provide market data, and make recommendations on the most effective and efficient marketing strategies possible.
5. Contractor shall develop, implement and oversee the overall marketing and promotions plans for the Pacific Amphitheatre.
6. Contractor shall maintain a strong knowledge of current marketing trends and make recommendations on the most effective use of marketing budgets.
7. Contractor shall establish and monitor advertising content, overall approval process and placement schedule.
8. Contractor shall work directly with the District's Creative Services team to produce the most dynamic and effective marketing pieces possible.
9. Contractor shall confer with the District's Marketing team to optimize integration between the Pacific Amphitheatre and the annual OC Fair to the highest degree possible.
10. Contractor shall work directly with the District's Director of Communications on all social media programs.
11. Contractor shall work directly with the District's Sales and Sponsorship team to ensure that all appropriate sponsorship content is included in marketing pieces when appropriate.
12. Contractor shall develop and maintain marketing contracts.
13. Contractor shall orchestrate all advertising buys with various media partners.

14. Contractor shall engage in direct marketing efforts and promotions to maximize ticket sales.
15. Contractor shall be responsible for the development of promotional programs with radio stations, Internet, print and television partners in the most economical way possible.
16. Contractor shall work directly with ticket service provider marketing team in order to take full advantage of additional marketing opportunities.
17. Contractor shall provide liaison and contract follow through with artist representatives on all aspects of contracted performances, including marketing, box office and production, prior to and on the day of the event.
18. Contractor shall analyze daily sales data and make recommendations on marketing and promotional efforts based this data.
19. The Contractor shall be responsible for providing a season end report and evaluation of the marketing and promotional efforts for the Pacific Amphitheatre concert season.
20. Contractor shall be available to lend booking and marketing skills to other District entertainment venues (i.e. The Hangar or Action Sports Arena) as needed at no additional cost.

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## PART VI

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### ADDITIONAL CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 04/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part X - Forms).

#### **1. AUTHORIZED REPRESENTATIVE**

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

#### **2. PHONE NUMBERS**

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

#### **3. VEHICLES, EQUIPMENT AND SUPPLIES**

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

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

#### **4. VEHICLE UTILITY CARTS**

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

#### **5. 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), permit(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

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

#### **6. 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.

#### **7. INSURANCE**

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

## **8. WORK PERMIT LAW**

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

## **9. UNIFORMS AND BADGES**

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

The District requires Contractors/Contractor employees to have in their possession badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. SUBCONTRACTING**

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

**14. FIRE REGULATIONS**

All fire regulations as prescribed by the State Fire Marshal must be strictly observed.

**15. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS**

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

**16. 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](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

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

**17. PAYMENT**

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

**18. PRICING/FINANCIAL PROPOSAL BID FORM**

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

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

**19. MEGAN'S LAW SCREENING**

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part X – Forms).

**20. 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.

**21. GRATUITIES**

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

**22. 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.

**23. 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.

**24. 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.

**25. ANTICIPATED CONTRACT TERM**

The term of the Entertainment Marketing and Event Services contract shall be from January 1, 2021 through December 31, 2022 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

## **26. FORCE MAJEURE**

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair or the Pacific Amphitheatre season is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may suspend the current agreement and all monthly payments to the Contractor, until such Force Majeure event has ceased or cured and The District is again able to operate the Pacific Amphitheatre or the annual OC Fair. In this instance, all work by the Contractor shall cease until the mutually agreed upon resumption of the agreement.

The party claiming Force Majeure agrees to take commercially reasonable steps to mitigate the effects of any Force Majeure event, and to continuously and diligently attempt to cure such Force Majeure event, if possible.

The party claiming a suspension by reason of Force Majeure must, in order to assess such claim, deliver written notice of the claimed occurrence of the applicable event of Force Majeure. Such notice must be delivered within a reasonable time period after discovery of the Force Majeure event, taking into account the nature of the Force Majeure, provided, however, that in all events such notice, to be effective, must be delivered within ten (10) Business Days of the occurrence of the applicable event.

If either party is unable to perform for any cause beyond its reasonable control for a period in excess of ninety (90) days, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party without further liability.

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## PART VII

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### EVALUATION, SELECTION AND SCORING PROCESS

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

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

#### A. EVALUATION AND SELECTION PROCESS

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

*This is not a public review.*

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

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

*This is not a public review.*

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy is grounds for disqualification or receipt of a lower score. The Committee, at its discretion, may contact other known business relations of the Bidder for additional references.
4. The Committee will evaluate each proposal that meets the format requirements of preceding Paragraph 2, and assign points as outlined in Part VII – Evaluation, Selection & Scoring Process, Paragraph B.

*This is not a public review.*

5. The Committee may contact the Bidders for clarification of proposals. Following any such clarification, the proposals may be re-scored.
6. In order to obtain the average score for each Bidder, the total points of each reviewer will be added up for each Bidder and the result divided by the number of people on the Committee. Selection of the Bidder is based upon the highest average score of the qualifying proposals.
7. The Financial Proposal Bid Form will be scored as outlined in Part II – General Information, Paragraph D. Certified Small Business Bidders, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%). The Financial Proposal Bid Form will be used to determine the not to exceed amount of

the contract; however, billing must reflect a detailed breakdown of actual services rendered and shall be determined by the rates listed on the Bid Form.

8. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied bidders.
9. All bidders will be notified of the results.

## B. SCORING PROCESS

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

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

| <b>PHASE I – Scoring</b>   | <b>100 Possible Points</b> |
|--|----------------------------|
| 1. <b>Talent Buyer</b> .....   | 30                         |
| a. A minimum of five (5) years of talent buying and negotiation experience at a venue (a) with a fixed-seat capacity of 5,000 seats or more, with an average number of performances per year of 20 or more. Highlight last five years of talent buying experience including, but not limited to, venue(s), venue capacities, and average number of events per year.  | 15                         |
| b. A minimum of three (3) letters of recommendation from music agency representatives. Letters should be dated within the last 6 months. Additional consideration will be given to letters written by those designated as "Fair Agents." The Committee, at its discretion, may reach out to other known business relations of the bidder for additional references. This additional input may be considered in the reference portion of the scoring process. | 5                          |
| c. Bidder's philosophy on the best approach to booking the Pacific Amphitheatre. An emphasis should be placed on the financial aspect of the booking philosophy and an understanding of the Southern California, especially Orange County, market.   | 10                         |
| 2. <b>Marketing</b> .....  | 30                         |
| a. A minimum of five (5) years of live music marketing experience at venue (s) with a fixed-seat capacity 5,000 seats or more, with an average number of performances per year of 25 or more. Highlight last five (5) years of live music event marketing experience including, but not limited to, venue (s) and average number of events per year.   | 10                         |
| b. A minimum of two (2) letters of recommendation from music marketing professionals. Letters should be dated within last 6 months. The Committee, at its discretion, may reach out to other known business relations of the bidder for additional references. This additional input may be considered in the reference portion of the scoring process.  | 5                          |
| c. Two (2) marketing plans that bidder has created and executed, as well as the results of those campaigns.  | 5                          |
| d. Proposed marketing approach for 2021 Pacific Amphitheatre Summer Concert Series. Please describe and distinguish how Bidder would approach marketing Fair performances and non-Fair performances. Total performance fee budget estimated at 5.5M.   | 10                         |
| 3. <b>Other</b> .....  | 10                         |
| a. Narrative describing key personnel  | 5                          |
| b. Educational profile   | 5                          |
| 4. <b>Financial Proposal Bid Form</b> .....  | 30                         |
| Bidder will submit a flat fee financial proposal for each year's contract series, 2021-2025, as indicated on the Financial Proposal Bid Form. Submission will include the cost of any administrative and/or support staff that would be required to fulfill job requirements.  | 30                         |

**NOTE: Only bidders who score a minimum of 50 points on Phase 1 will qualify for Phase 2.**

| <b>PHASE II - Scoring (Optional, to be exercised at the sole discretion of the District)</b> |    |
|--|----|
| <b>25 Possible Points</b>  |    |
| 5. <b>Interview</b> .....  | 25 |
| Bidders will demonstrate how their services link to the requested scope of work.             |    |
| <b>TOTAL MAXIMUM POINTS – Phase I (100 Points) and Phase II (25 Points)</b> .....            |    |
| <b>125</b>   |    |

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## PART VIII

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### 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

Proposals must be submitted electronically to [rfp@ocfair.com](mailto:rfp@ocfair.com) using [WeTransfer.com](https://wetransfer.com). 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) PDF copy of the entire proposal.
- 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 #: MB-10-20 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. OCFEC Procedures Form (Completed, signed, and dated)
7. Darfur Contracting Act Attachment (Select one option)
8. Iran Contracting Act Attachment (Select one option and 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, (See Part II) [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf)

## C. TECHNICAL PROPOSAL – REQUIRED SUBMITTAL

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

### 1. Talent Buyer

- a. Provide evidence of a minimum of five (5) years of talent buying and negotiation experience at a venue (a) with a capacity of 5,000 seats or more, with an average number of performances per year of 20 or more. Highlight last five years of talent buying experience including, but not limited to, venue(s), venue capacities, and average number of events per year.
- b. Submit **(as Bidder's Attachment 1)** a minimum of two (2) letters of recommendation from music agency professionals. Letters should be dated within the last 12 months.
- c. Describe Bidder's philosophy on the best approach to booking the Pacific Amphitheatre. An emphasis should be placed on the financial aspect of the booking philosophy and an understanding of the Southern California, especially Orange County, market.

### 2. Marketing

- a. Provide evidence of a minimum of five (5) years of live music marketing experience at venue (s) with a capacity 5,000 seats or more, with an average number of performances per year of 20 or more. Highlight last five (5) years of live music event marketing experience including, but not limited to, venue (s) and average number of events per year.
- b. Submit **(as Bidder's Attachment 2)** a minimum of two (2) letters of recommendation from music marketing professionals. Letters should be dated within last 12 months.
- c. Submit **(as Bidder's Attachment 3)** two (2) marketing plans that bidder has created and executed, as well as the results of those campaigns.
- d. Describe Bidder's proposed marketing approach for 2021 Pacific Amphitheatre Summer Concert Series. Total performance fee budget estimated at \$5.5M

### 3. Other

- a. Narrative describing key personnel.
- b. Describe education, background and professional experience of Bidder. Submit **(as Bidder's Attachment 4)** resumes and/or narratives of experience for each of the key members.

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

A sample of the Financial Proposal Bid Form is 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 Part VIII – Mandatory Format and Content Requirements, Paragraph B.

#### **E. INTERVIEW**

Bidders that score greater than 50 points in Phase I may participate in an interview with District staff lasting approximately 60 minutes. Questions will provide the opportunity for Bidders to demonstrate how their services link to the requested Scope of Work. A standard set of questions shall be predetermined by the District and will be asked of all participating Bidders. Bidders will be evaluated and scored based upon their responses to the predetermined content, which will be provided, in whole or in part, to the selected Bidders prior to the interview. The initiation of the interview process is at the sole discretion of the District. If it is determined that interviews are to be conducted remotely, login instructions will be provided by District staff.

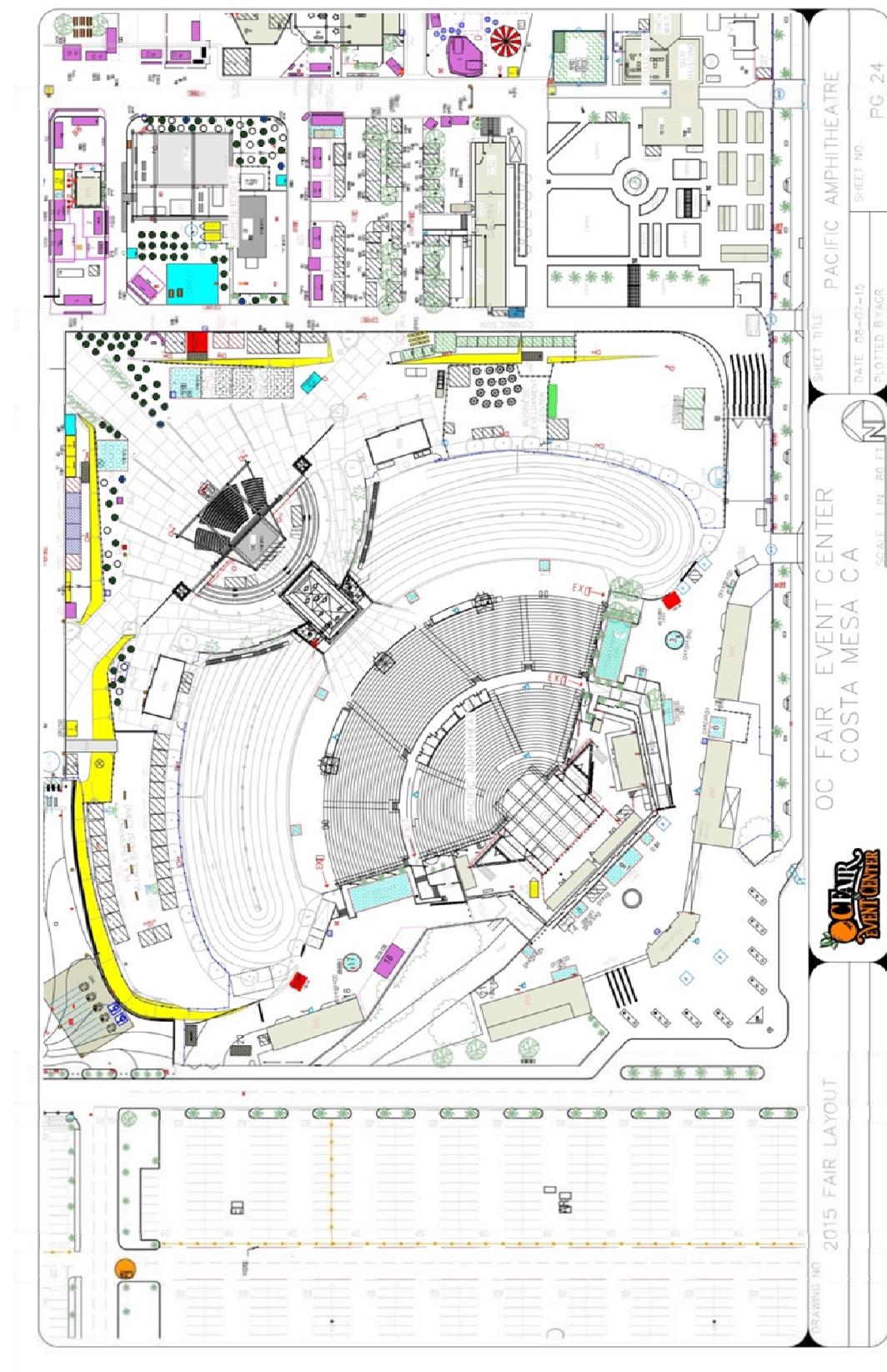
## **PART IX**

# **EXHIBITS A THROUGH B**

## **EXHIBIT A - FACILITY MAP**



## EXHIBIT B - PACIFIC AMPITHEATRE LAYOUT



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## PART X

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### 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 Procedures Form (Completed, signed, and dated)
7. Darfur Contracting Act Attachment (Select one option)
8. Iran Contracting Act Attachment (Select one option, 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, (See Part II)  
[https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/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 04/2017 – General Terms & Conditions
- CCC-04/2017 – Certification
- Insurance Requirements
- OCFEC Procedures
- Megan's Law Screening & Certification
- 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 #: MB-10-20 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 MB-10-20**

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

Submit a flat fee bid based on a 23 show guarantee for the Pacific Amphitheatre Concert Series. In addition, provide a per show cost in the event that the 23 show guarantee is exceeded. Annual not to exceed amount will be paid over a twelve (12) month period.

|      |                       |    |              |    |
|------|-----------------------|----|--------------|----|
| 2021 | Summer Concert Series | \$ | Per Show Fee | \$ |
|------|-----------------------|----|--------------|----|

**Option Years:**

|      |                       |    |              |    |
|------|-----------------------|----|--------------|----|
| 2022 | Summer Concert Series | \$ | Per Show Fee | \$ |
| 2023 | Summer Concert Series | \$ | Per Show Fee | \$ |
| 2024 | Summer Concert Series | \$ | Per Show Fee | \$ |
| 2025 | Summer Concert Series | \$ | Per Show Fee | \$ |

|  |    |
|--|----|
| <b>Grand Total of Summer Concert Series<br/>(Including Option Years)</b> | \$ |
|--|----|

**Bids must be received no later than 11:00 a.m., Monday, June 15, 2020, clearly marked “ENTERTAINMENT MARKETING & BOOKING SPECIALIST”.**

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

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

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

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

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

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

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

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

# Form A-4: BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER MB-10-20

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)

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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:

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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: \_\_\_\_\_

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

**Form A-4: BIDDER/CONTRACTOR STATUS FORM**

**RFP NUMBER MB-10-20**

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 OSDS's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: \_\_\_\_\_

**Pending Litigation or Hearings**

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

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

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**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.

2. 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 \_\_\_\_\_

| 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 |
|   |                                       |   |  |                              |
|   |                                       |   |  |                              |
|   |                                       |   |  |                              |

**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@dds.ca.gov](mailto:osdchelp@dds.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.dds.ca.gov/smbus](http://www.pd.dds.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.

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Read the certification at the bottom of the page and complete the "Page 1 of 2" accordingly.

## Form A-6: OCFEC PROCEDURES

RFP NUMBER MB-10-20

Page 1 of 7

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

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

**Purpose:** To ensure all visiting production management staff and their employees are properly wearing identification.

### Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.
2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.
3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)
4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)
5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.
6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.
7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.
8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.
9. This procedure will be added to all contracts as an attached addendum.

## Form A-6: OCFEC PROCEDURES

**RFP NUMBER MB-10-20**

Page 2 of 7

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

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

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

**Procedure: 0007**

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

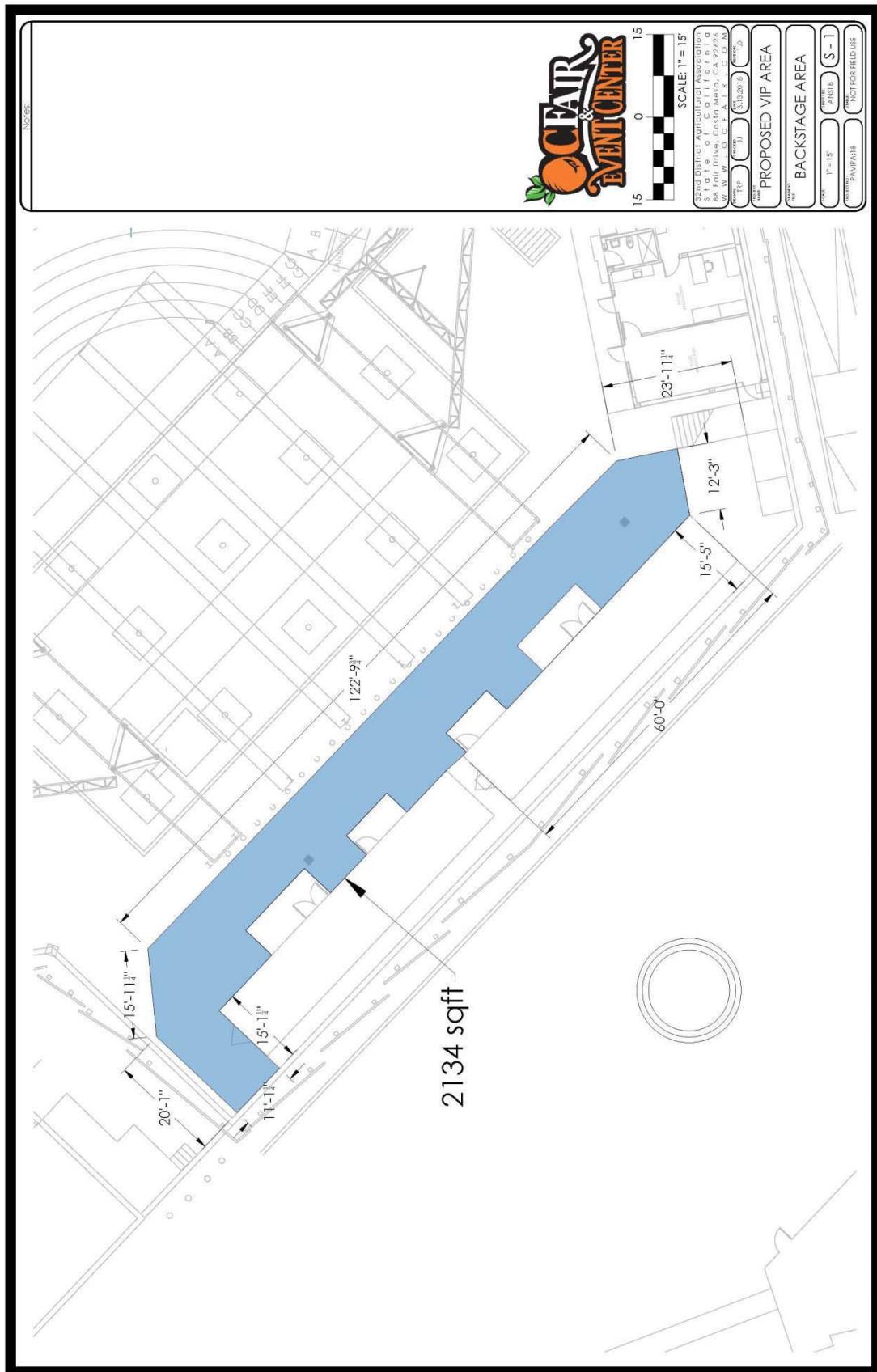
**PROCEDURE FOR:** Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

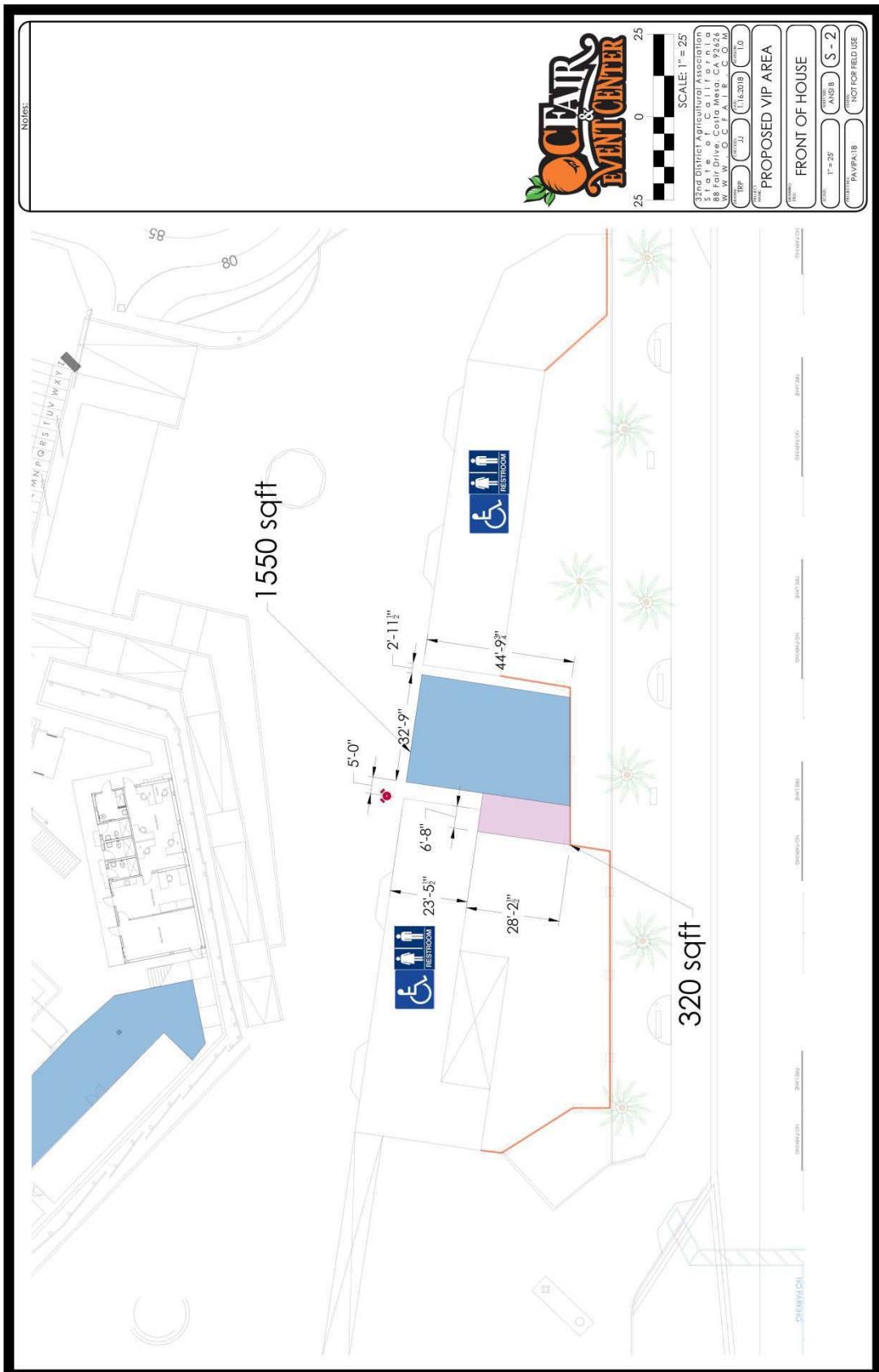
**PPE (Personal Protective Equipment):** None.

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

**Procedure: 0008**

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





## Form A-6: OCFEC PROCEDURES

RFP NUMBER MB-10-20

Page 5 of 7

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

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

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

**Procedure: 0009**

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

## Form A-6: OCFEC PROCEDURES

RFP NUMBER MB-10-20

Page 6 of 7

- d) Large (75 – 150 people) “VIP” meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.
- 6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.
- 7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.
- 8. The event coordinator will ensure the guests are escorted in and out.
- 9. This procedure will be added to all contracts as an attached addendum.

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

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

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

**Procedure: 0011**

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

## Form A-6: OCFEC PROCEDURES

**RFP NUMBER MB-10-20**

Page 7 of 7

### **ACKNOWLEDGEMENT FORM**

NAME OF PROCEDURE(S):

- 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
- 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

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

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

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

## Form A-7: DARFUR CONTRACTING ACT ATTACHMENT

RFP NUMBER MB-10-20

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 below      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.

### **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.

|  |                                     |
|--|-------------------------------------|
| Proposer/Bidder Firm Name (Printed)      | Federal ID Number                   |
| By (Authorized Signature)                |                                     |
| Printed Name and Title of Person Signing |                                     |
| Date Executed                            | Executed in the County and State of |

**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.**

## Form A-8: 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-8: 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>              |

**Forms: Section B**  
**DOCUMENTS TO BE COMPLETED BY THE DISTRICT**  
**#**

# **NOTICE OF PROPOSED AWARD**

**RFP NUMBER: MB-10-20**

**Friday, June 26, 2020**

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

**ANNOUNCES**

**PROPOSED AWARD OF  
ENTERTAINMENT MARKETING AND BOOKING SERVICES**

**AT THE OC FAIR & EVENT CENTER TO:**

**CONTRACTOR**

---

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL  
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M.,  
FRIDAY, JULY 3, 2020, THE AWARD WILL BE FINAL.**

**Forms: Section C**  
**DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED**

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:

CONTRACTING AGENCY NAME

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

CONTRACTOR 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   | Pages |
|---|-------|
| Exhibit B – Budget Detail and Payment Provisions  | Pages |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)          | Pages |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)          | Pages |
| Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)                | Pages |
| Exhibit F – Megan's Law Screening & Certification (Attached hereto as part of this agreement) | Pages |
| Exhibit G – Additional Terms & Conditions (Attached hereto as part of this agreement)         | Pages |
| Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)                      | Pages |

|   |       |
|---|-------|
| Exhibit B – Budget Detail and Payment Provisions  | Pages |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)          | Pages |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)          | Pages |
| Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)                | Pages |
| Exhibit F – Megan's Law Screening & Certification (Attached hereto as part of this agreement) | Pages |
| Exhibit G – Additional Terms & Conditions (Attached hereto as part of this agreement)         | Pages |
| Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)                      | Pages |

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

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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED

 PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR BUSINESS ADDRESS

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE DATE SIGNED

 PRINTED NAME AND TITLE OF PERSON SIGNING

**Chief Executive Officer**

CONTRACTING AGENCY ADDRESS

**California Department of General Services  
Use Only**

Exempt per:

## **EXHIBIT A – SCOPE OF WORK**

### **CONTRACT REPRESENTATIVES**

32<sup>ND</sup> 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 upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

- i. Contractor's invoice number;
- ii. Invoice date;
- iii. District Purchase Order (PO) Number;
- iv. Detailed work logs and hours by Service Type for the labor required to fulfill these services;
- v. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to [AP@ocfair.com](mailto: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:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

### **9. RECYCLING CERTIFICATION:**

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

### **10. NON-DISCRIMINATION CLAUSE:**

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

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

### **11. CERTIFICATION CLAUSES:**

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

### **12. TIMELINESS:**

Time is of the essence in this Agreement.

### **13. COMPENSATION:**

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

### **14. GOVERNING LAW:**

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

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

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

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

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

### **16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

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

### **17. UNENFORCEABLE PROVISION:**

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

### **18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

### **20. LOSS LEADER:**

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

-End Exhibit C-

## **EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

### **CCC-04/2017 CERTIFICATION**

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

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

### **CONTRACTOR CERTIFICATION CLAUSES**

#### **1. STATEMENT OF COMPLIANCE:**

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

#### **2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

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

#### **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

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

because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

### **5. EXPATRIATE CORPORATIONS:**

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

### **6. SWEATFREE CODE OF CONDUCT:**

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

### **7. DOMESTIC PARTNERS:**

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

### **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.

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

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

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

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

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

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

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

#### **2. LABOR CODE/WORKERS' COMPENSATION:**

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

#### **3. AMERICANS WITH DISABILITIES ACT:**

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

#### **4. CONTRACTOR NAME CHANGE:**

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

#### **5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

- 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,

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

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).

## **II. 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

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

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 (CDSA).

### **III. 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 CDSA 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 CDSA 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.

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 CDSA Release and Waiver Form..

-End Exhibit E-

## **EXHIBIT F – OCFEC 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](http://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**

**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

**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 – ADDITIONAL TERMS & CONDITIONS**

**Reference Section VI – Additional Contract Terms and Conditions**

**EXHIBIT H – OCFEC PROCEDURES**

**Reference Forms- Section A-6**

**-End RFP: MB-10-20-**