

Rev. 2/21

32ND DISTRICT AGRICULTURAL ASSOCIATION**SOUND MONITORING AND MITIGATION CONSULTING SERVICES****HIGH SCORE****REQUEST FOR PROPOSAL****RFP NUMBER: SM-08-21R**

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

Date Issued: Friday, March 26, 2021**MANDATORY WALK-THROUGH – Not Necessary**

Bids must be received no later than Friday, April 16, 2021
Clearly marked with the following:

SOUND MONITORING AND MITIGATION CONSULTING SERVICES
RFP Number SM-08-21R

PROPOSALS MUST BE SUBMITTED BY EMAIL TO RFP@OCFAIR.COM via
“WETRANSFER.COM”

Due to Covid-19, the District is unable to accept Bid Proposal via Postal Mail

Contact Person: Kelly Vu

Email: RFP@ocfair.com

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

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

In conjunction with the information requested in Part VIII – Mandatory Format and Content Requirements, all required documents and attachments listed in Section IX – Forms must be submitted as part of the bid proposal. Do not modify bid documents.

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PART I

DEFINITIONS

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

PART II

GENERAL INFORMATION

A. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32nd District Agricultural Association is releasing this RFP with the intent to award a contract for the purpose of obtaining **(SOUND MONITORING AND MITIGATION CONSULTING SERVICES)** in accordance with the Scope of work listed in this RFP and as directed by the District, from **June 1, 2021 – May 31, 2023**, with **three (3) 1-year options** to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory contract performance is required. Extensions may involve renegotiation of certain areas.

B. BIDDER RESPONSIBILITY

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

C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to the closing time and by e-mail* to RFP@ocfair.com. Failure to meet these requirements will result in an unaccepted proposal.

*District's e-mail servers cannot receive files larger than 12MB. Files larger than 12MB will not be received and will result in an unaccepted proposal.

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

- A. One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (where applicable).
- B. Proposals must be sent via email to RFP@ocfair.com VIA wetransfer.com no later than **April 16, 2021, 11:00 a.m.** - Pursuant to the law, no proposals shall be considered which have not been received at the place by the closing time, stated in this RFP.

D. CONTRACT AWARD

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

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

(Example: Lowest cost proposal of \$75,000 divided by other proposal of \$100,000 = $\frac{3}{4}$ (factor) x 30 = 22.5 points award to other proposal)

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to the Board of Directors of the 32nd District Agricultural Association awarding a contract, the District shall post a "Notice of Proposed Award" on the OC Fair & Event Center website 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.
- It is approved by the District Board of Directors during a public meeting. The District Board of Directors, in its sole and absolute discretion, may decide not to approve any contract following the RFP process and the District shall have no obligation to reimburse any Bidder for any costs of fees incurred as a result of this RFP.

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

E. TENTATIVE SCHEDULE

RFP Released	(Friday, March 26, 2021)
**Questions Due via Email	(Friday April 2, 2021)
Answers Sent to All Bidders via Email	(Thursday April 8, 2021)
Proposal Deadline	(Friday April 16, 2021)
Scoring	(Wednesday, April 21, 2021)
Notice of Proposed Award	(Wednesday, April 21, 2021)
Protest Deadline	(Friday, April 30, 2021)
Board Approval of RFP Award	(Thursday, May 27, 2021)
Proposed Contract Commences	(Tuesday, June 1, 2021)

The District reserves the right to change any dates of the above schedule. Bidders will be notified.

* The mandatory walk-through is to give Bidders a further understanding of the venue and venue requirements. It is not a time for technical questions relating to the RFP. Plan at least two (2) hours for the walk-through. Comfortable walking shoes are recommended.

** All questions are to be submitted in writing and email to RFP@ocfair.com by the date and time specified above. All Bidders will be sent email notification when questions and answers are posted on the District's web site. No RFP related questions will be answered following 5:00 p.m. on **Friday, April 2, 2021**.

F. BIDDER/CONTRACTOR STATUS FORM

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

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

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

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

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

- B. **ALL** Bidders must complete and submit the Bidder and Subcontractor Performance Declaration, GSPD-05-105 (Attachment 3) found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

- C. **IF** Bidder answered “yes” to any question on the GSPD-05-105, Bidder must submit Disabled Veteran Business Enterprise Declarations, DGS PD 843 found at

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

H. SMALL BUSINESS PREFERENCE

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

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

If Bidder is claiming the 5% small business preference, a copy of Bidder’s OSDS Small Business Certification should be submitted with the proposal (This certificate can be obtained here:

<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

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/ Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

Also, proof of Workers' Compensation Insurance is required by the Bidder awarded the contract.

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: 1) Preparing the proposal in response to this request; 2) Submission of said proposal to the District; 3) Negotiating any matter related to this proposal; 4) Any travel expenses in conjunction with this proposal, and 5) Any other expenses incurred by Bidder prior to contract commencement date.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder. Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

K. SIGNATURE

The Proposal Forms, Certifications, Letters, and all Documents must be signed with the firm's name as indicated. A proposal by a corporation must be signed by a duly authorized officer, employee or agent.

L. PRE-AWARD AUDIT

Prior to contract award, the selected Bidder may be required to undergo an audit of their proposed costs and prices. The District will conduct the audit for the purpose of determining whether the Bidder's prices are fair and reasonable.

M. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this RFP and it is found by the District to be acceptable, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis, possibly including an audit, may be performed by or for the District in order to determine if the proposal is

fair and reasonable. The Bidder has agreed to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Forms. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable. Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

N. NON-ASSIGNMENT

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

O. LOSS LEADER

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

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

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

Q. POST AWARD DISPUTES

1. If a post award dispute between the District and a Contractor arises, the District shall deal in good faith and attempt to resolve potential disputes informally.
2. Contractor should state the dispute in writing, including all facts of the dispute, and submit it to the District Supervisor or designee.
3. The District Supervisor or designee shall review the matter and render a final decision in a timely manner.
4. If the Contractor is not satisfied with the final decision, the matter may be referred to the DGS/PD's Protest and Dispute Resolution unit for final resolution.

R. EXPATRIATE CORPORATION:

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.

S. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

a. Resulting Contract

The resulting contract between the District and the successful Bidder(s) shall incorporate the following documents and the execution of this Agreement will be required after an award is made (see Part X – Forms):

- a. The attached sample Standard Agreement; the RFP General Provisions including Additional Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.
- b. The Statement of Work to be Performed and/or work requirements set forth in this RFP.
- c. Addenda subsequent to the initial release of the RFP.
- d. The District's response to written questions and clarification to the RFP.
- e. Megan's Law Screening and Certification.
- f. OCFEC Uniform and Identification Procedures
- g. COVID-19 Infection Mitigation Protocol and Procedure

b. Errors and Requests for Additional Information

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

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

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

c. Addenda (Changes to the RFP)

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

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

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

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

d. Definitions

The use of "shall," "must" or "will" indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal. In the Scope of Work, all mandatory requirements are indicated by an asterisk (*), see Part V.

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

e. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

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

A proposal may be rejected if:

- It contains false or misleading statements or references, which do not support attributes or conditions, contended by the Bidder. (The proposal shall be rejected if the District determines, in its sole and absolute discretion, that the information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this RFP.)
- Not using provided required forms and attachments.

f. 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.

g. Protests

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

- Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088
- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Business Services Supervisor
88 Fair Drive
Costa Mesa, CA 92626
Email: RFP@ocfair.com

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

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

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

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

B. OTHER INFORMATION

1. Dispositions of Proposals

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

2. Confidentiality of Proposals

The District will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a Bidder maintains that certain information is

proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality. Bidder acknowledges that all materials submitted in response to this RFP, including proprietary materials, are subject to the California Public Records Act.

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

3. Modification or Withdrawal of Proposals

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

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

PART IV

HISTORY & GENERAL INFORMATION

The OC Fair & Event Center (OCFEC) is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association (the “District”), a California state institution. The District is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The OC Fair & Event Center is used throughout the year for both public and private events, and educational and community activities. The OC Fair & Event Center hosts more than 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 more than 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. Historically 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 OC Fair dates are in July through August. The very first Orange County Fair was held in 1890.

The Pacific Amphitheatre is used periodically throughout the year for live performances and events, and is historically 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. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Arts & 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 an additional program for the public that is 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.

PART V

STATEMENT OF WORK (SOW) TO BE PERFORMED

The District is soliciting Bids for the **SOUND MONITORING AND MITIGATION CONSULTING SERVICES**. The Agreement term for these services shall be for **June 1, 2021 - May 31, 2023 with three (3) one (1)-year options.**

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

1. Minimum Requirements:

- A. Contractor and/or Contractor Personnel shall have demonstrated technical ability in acoustic design, audio testing, sound monitoring and mitigation.
- B. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements and an ability to adhere to the overall intent of the specifications contained in this RFP.
- C. Contractor and/or Contractor Personnel shall have documented evidence of five (5) years of relevant experience providing similar services for the last two (2) years that is equivalent to the OC Fair and Event Center meeting the following requirements:
 - 1. Two (2) or more consecutive days of performance in multiple locations in a fixed, non-touring application;
 - 2. Concert venue services by Contractor had a minimum of 4,000 seating capacity;
 - 3. Event venue services by Contractor had daily attendance of 30,000 or more per day;
 - 4. Contractor was primary acoustic design and sound monitoring and mitigation service provider; and
 - 5. Contractor serviced a minimum of one (1) equivalent venue in 2018 and/or 2019

2. Scope of Work:

A. OVERVIEW OF CURRENT SOUND MONITORING AND MITIGATION

A general awareness of all District sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the property onto surrounding neighborhoods. Four (4) primary sound systems exist within the confines of the district property, all of which are included in the scope of this RFP. In addition to the four (4) systems described below, there maybe be other stages and/or noise generating activities on grounds such as carnival and food stand PA/sound systems, etc. that Contractor may be engaged by the District to address.

1. Pacific Amphitheatre

- a. The Pacific Amphitheatre is an 8,200-seat, open-air outdoor venue which currently consists of a large line array speaker system along with complex stage monitoring systems.
- 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, the OffSpring, The B-52s, and Alan Jackson. Most recently, the summer concert series has been expanded to included up to 10 additional shows (pre- and post-Fair).
- c. During the annual OC Fair, the venue generally operates Wednesday through Sunday from 7:00 pm to 10:00 pm.
- d. Year-round events may include Pacific Symphony, Easter Sunday services, commencement ceremonies, music festivals and expanded headline concerts throughout the year.
- e. All events with amplified sound taking place at the Pacific Amphitheatre require sound monitoring and mitigation services determined by the District.
- f. A Decibel Level and Sound Covenant for the Pacific Amphitheatre was established as a result of litigation brought against the District regarding noise complaints and must be adhered to at all times. Details of the Covenant are included below in Paragraph 5.A and 5.B
- g. A detailed plan view of the Pacific Amphitheatre is included in Part IX, Attachment B.

2. The Hangar

- a. The Hangar is a 23,000 square foot semi-enclosed concert and event venue with seating for approximately 1,430 people and additional standing room for 225 individuals.
- b. During the annual OC Fair, various community acts and presentations take place on stage throughout the day, followed by a mid-level headliner/tribute band performance and video presentation at night. In addition, a multimedia show with pyrotechnic display takes place above The Hangar/Main Mall area each night of the OC Fair and includes a musical accompaniment.
- c. During the annual OC Fair, the venue typically operates from Wednesday through Friday 12:00 noon to 11:00 p.m. and on Saturday and Sunday from 11:00 a.m. to 11:00 p.m.

- d. The Hangar sound system for the annual OC Fair currently consists of a line-array based stage system and includes two (2) small arrays flown outside to cover a portion of the Main Mall. The current sound system design is intended to focus the sound into the audience area using a high-Q line array approach. This approach currently includes a cardioid sub-woofer array, with the requirement to reduce, as much as possible, rear speaker radiation.
- e. System frequency response is intended to cover the range of 50 Hz to 12 kHz +/- 4 dB in all seating and audience areas in The Hangar (Main Mall system excluded).
- f. Year round, The Hangar is used for a variety of events, including boxing and other fighting events, music festivals, food festivals, corporate events, community performances, etc. Sound monitoring and mitigation services will be required on an event-by-event basis.
- g. A detailed plan view of The Hangar has been included in Part IX, Attachment C.

3. Action Sports Arena

- a. The Action Sports Arena is an outdoor, opened-air venue, with fixed grandstand and temporary seating for approximately 6,000 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates Wednesday through Friday from 7:00 p.m. to 11: 00 p.m. and Saturday and Sunday from 6:00 p.m. to 11:00 p.m..
- c. Events held during the annual OC Fair include X-Treme sports, Freestyle Moto-X, Speedway Motorcycle races, Monster Trucks, Demolition Derby and Rodeo activities.
- d. Year round, events in the Action Sports Arena include weekly auto races facilitated by International Speedway May through September.
- e. In 2014, the District installed a permanent, multi-zoned, directional, high-performance sound system in order to maximize sound levels for the audience while minimizing out-of-venue sound and nuisance noise. The speaker type, focus and placement are designed to minimize sound spill into nearby populated areas. The District system includes all amplifiers, processing and speakers for the four audience grandstands.
- f. A detailed plan view of the Action Sports Arena has been included in Part IX, Attachment D.

4. Heritage Stage

- a. The Heritage Stage is an outdoor, open-air venue which accommodates seating for approximately 750 people with additional standing room in the open Park Plaza area surrounding the stage.
- b. During the annual OC Fair, this venue typically operates Wednesday through Friday from 12:00 p.m. to 11:00 p.m. and Saturday and Sunday from 11:00 a.m. to 11:00 p.m..

- c. Performances take place on stage include community acts during the day and professional entertainment at night such as a hypnotist, dance groups, acrobats, etc.
- d. Contractors shall utilize all appropriate sound mitigation measures to ensure the system does not negatively impact OC Fair patron experience in other venues as well as neighboring housing areas.
- e. The current design includes a small flown speaker system and front fill speakers, in order to adequately cover the audience area, while keeping the bulk of the sound energy confined to the audience footprint and allowing, for overflow, a lower level of operation, due to the rear field listening experience.
- f. The current system consists of a main L/R house system, cardioid subwoofers (mandatory), front filled system and a fully functioning stage monitoring system.
- g. A plan view detail of the Heritage Stage has been included in Part IX, Attachment E.

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

A. Sound Levels Standards

<u>Sound Level Standards</u>	
<u>Location Management:</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 Amphitheatre shall not exceed:

1. The application 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 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

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

The sound levels emanating from the Pacific Amphitheatre 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 (1) one minute in any hour, as measured in the housing areas; or
5. The applicable Sound Level Standard plus twenty (20) DBA for any period of time.

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise that fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restriction. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on the housing area listing test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound levels specification. The determination of sound level exceedance is at the sole discretion of the District's designated sound monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards by an audio provider, after notice by the Contractor, the audio provider may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice by the Contractor, to the audio provider, the District may require the Contractor to immediately cease the performance.

B. GENERAL REQUIREMENTS

1. Contractor shall provide on the Financial Proposal Bid Form (see Part X - Forms) for both Sound Monitoring with an "all inclusive" day rate and Sound Mitigation/Special Projects with an "all inclusive" hourly rate which will consist of all labor and expenses, setup & teardown including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodations, transportation and meals. All costs include California sales and any other taxes or fees, if applicable. Contractor shall not bill the District any additional charges.
2. The District will determine number of days and hours to be used for each Fair (Days subject to change due to pre- and post-Fair concerts and Fair schedule), District will notify Contractor of schedule 3-4 weeks in advance of Fair or event.
3. The District will determine number of days and hours to be used for year-round events (Event days/hours subject to change due to event schedule), District will notify Contractor of schedule 3-4 weeks in advance of event.
4. The District reserves the right to change and/or add any specification and/or schedules.
5. The final layout of sound equipment and systems will be identified in conjunction with District Management , audio provider and/or visiting productions. It is the Contractor's responsibility to ensure accurate readings.
6. The annual OC Fair setup and layout is subject to change from year to year.
7. Due to COVID-19, upon contract award, Contractor shall immediately begin work with District management and begin an analysis on sound monitoring and mitigation impacted by layout and setup changes of the 2021 OC Fair. This may also be applicable in subsequent years.
8. 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.
9. In support of the annual OC Fair, Contractor must be present for the initial pre-Fair sound testing. Requirements for engagement during the twenty-three (23) days of Fair will be determined based upon the District's approval of Contractor's acoustic design, audio testing, and sound mitigation plans.
10. For year-round events where Contractor services are requested, Contractor may be required for the initial pre-event sound testing. Requirements for engagement during the event will be determined based upon the District's approval of Contractors audio testing and sound mitigation plans for those events.

11. 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.
12. It is expected that the Contractor and/or Contractor's personnel will conduct themselves in a thoroughly professional manner at all times.

C. SOUND MITIGATION/SPECIAL PROJECTS AND REQUIREMENTS

Contractor may be required to develop acoustic designs and models in conjunction with audio provider (using acoustic simulation software and other industry approved modeling methods) for the purpose of both mitigating noise and surrounding areas as well as preventing sound interference into non-performance areas. All acoustic designs should create the best overall experience for both performing artists and customers in the entertainment venues. Acoustic designs shall be requested for the annual OC Fair as well as specified year-round events.

Requests may be made by the District for upgraded acoustic design suggestions of any existing entertainment venues including Pacific Amphitheatre, The Hangar, Action Sports Arena, and Heritage Stage. In addition, requests may be made by the District Management to provide acoustic design for any new entertainment venues identified during the term of this agreement.

Deliverables include written documentation of acoustic design and graphic models in report format, along with recommendations for making necessary adjustments to current and future venue sound systems. Progress reports may also be requested.

Contractor will conduct audio testing to establish an audio baseline to develop an appropriate and effective Sound Mitigation Plan. The Contractor Sound Mitigation Plan is to ensure compliance with sound covainence in surrounding neighborhoods (See Part V, Section A #5), to provide an exceptional experience for both customers and performers in various entertainment venues throughout the Fairgrounds, and to guarantee non-interference with other on-site entertainment venues. Sound Mitigation plan shall include acoustic testing processes and procedures, assessment of gathered acoustic data, recommended modification to on-site venues and associated equipment. Follow-up testing and assessment may be requested on an as-needed basis. Audio testing and sound mitigation plans may be requested for the annual OC Fair as well as specified year-round events.

Requests may be made by the District for upgraded acoustic testing of any existing entertainment venues including Pacific Amphitheatre, The Hangar, Action Sports Arena, and Heritage stage. In addition, requests may be made by District Management to provide acoustic testing for any new entertainment venues identified during the term of this agreement.

Deliverables include written acoustic testing plans and procedures, data gathered from testing, written assessment of data and recommendations for necessary modifications to sound systems, and other equipment to achieve desired results and an overall sound mitigation plan for the future. Progress reports may also be requested.

D. SOUND MONITORING SERVICES AND REQUIREMENTS

District management requires the Contractor to develop plans for monitoring sound during the annual OC Fair, other District-produced events, and as requested for year-round outdoor events that include amplified sound.

Contractor and their team (as required) will take sound measurements from surrounding neighborhood areas, specific venues, sound monitoring stations and report collected

data as identified in the Sound Mitigation Plan developed by the Contractor and approved by the District. Additionally, Contractor will analyze resultant data and communicate with District Management on necessary adjustments to sound levels and/or equipment if data indicates non-compliance with mandated sound levels (per the Sound Mitigation Plan) or interference with other entertainment venues.

Contractor shall measure sound levels during the nightly headline concerts in the Pacific Amphitheatre during the annual OC Fair (as determined by Contractor Sound Mitigation Plan), and will also include measurement and evaluation of sound levels from other OC Fair entertainment venues including The Hanger, Action Sports Arena and Heritage Stage. Contractor shall also measure sound levels around the OCFEC property and neighborhoods to insure all OCFEC venues are in compliance with the sound covenant. In addition, Contractor may be requested to develop plans and oversee sound monitoring for year-round outdoor events which include amplified sound.

Deliverables include (Daily Report) written sound monitoring policies and procedures including type and model number of monitoring equipment to be utilized, number of required sound monitoring locations, frequency of visits and number of recommended Contractor team members. Additional deliverables include analysis of gathered data (presented via Contractor created sound monitoring logs), which shall be required for each date of the annual OC Fair, and requested year-round outdoor events with amplified sound. Recommendations for improvements and modifications shall be provided to improve the experience of Fairgoers and for the surrounding neighborhood. Finally, progress reports, recommendations for improvements and modifications may also be requested.

Daily report shall include:

- Sound compliance statement(based on sound covenant)
- Event narrative
- Written sound monitoring policies and procedures
- Type and model number of monitoring equipment utilized
- Number of required sound monitoring locations
- Frequency of visits to locations(on and off grounds)
- Number of recommended contractor team members used
- Analysis of gathered data
- Recommendations for improvements

Daily report shall be delivered as an electronic file to OCFEC management no later than 3 days after the event day.

E. SPECIAL PROJECT SERVICES AND REQUIREMENTS

Under the direction of District Management, Contractor will provide consulting services on special projects involving acoustic design and/or modifications, acoustic testing, sound monitoring and sound mitigation services as requested.

Deliverables will be established at the time of assigned work.

F. SAMPLE SETUP AND TEARDOWN SCHEDULE - ANNUAL OC FAIR

Contractor shall be aware that the District's sound equipment and service providers have been asked to maintain the following schedule during the annual OC Fair. **Contractor is not expected to perform similar services, only to have an understanding of the timeline.**

1. Typically, installation and teardown will occur during regular business hours, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor

must supply sound personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.

2. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up and checked out to the satisfaction of the District Management two (2) days prior to opening day of the Fair.
3. Exact dates for 2021 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Setup efforts will be coordinated with District Management, and all necessary equipment, tools and personnel to set up and maintain systems will be provided.
4. Teardown begins the day after the last performance. A maximum of five (5) days is allowed for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. All necessary equipment, tools, and personnel to tear down systems is provided.

G. ESTIMATED NUMBER OF SERVICE NEEDED ANNUALLY

Bidder shall provide Daily Rates for each of the service types below and according to the Financial Proposal Bid Form (see Part X - Forms)

1. Contractor shall provide on the Financial Proposal Bid Form (see Part X - Forms) for both Sound Monitoring an "all inclusive" day rate and Sound Mitigation/Special Projects "all inclusive" hourly rate which will consists of all labor and expenses, setup & teardown including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodation, transportation and meals. All costs include California sales and any other taxes or fees, if applicable. Contractor shall not bill the District any additional charges.
2. The District will not provide labor support for the contractor.
3. District will determine number of days to be used for each Fair, and shall be given a timeline when the District will notify Contractor of such info.

SETUP AND TEAR DOWN IS TO BE INCLUDED IN DAY RATE

- Sound Monitoring Services all in day rate (see Part V, B. #1)
 - Annual Fair 33 days(23 fair days, 10 pre/post concerts)
 - Year round events approx. 60 days
- Sound Mitigation/Special projects
 - Annual Fair hourly rate x up to 80 hours
 - Year round hourly rate x up to 100 hours

(If day or hourly estimated total is exceeded, the same rate will be charged)

The sample table below is indicated to help Bidders gain an understanding of the estimated hours and allocation of services; however, all quantities provided below and on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. Actual work to be performed will be directed by the District and will vary from year to year. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect additional work. Billing should reflect

the actual work performed, at the rate indicated on the Financial Proposal Bid Form.

The District will determine number of days and hours to be used for each Fair (Days subject to change due to pre/post fair concerts and fair schedule), District will notify Contractor of schedule 3-4 weeks in advance of Fair or event.

The District will determine number of days and hours to be used for year-round events (Event days/hours subject to change due to event schedule), District will notify Contractor of schedule 3-4 weeks in advance of event.

The District will add a \$10,000 budget contingency annually in each year the contract is renewed. All expenditures must be preapproved by the District.

SERVICES – OC FAIR 2021					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2021 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2021					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2021 - TOTAL					

SERVICES – OC FAIR 2022					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2022 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2022					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2022 - TOTAL					

SERVICES – OC FAIR 2023					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2023 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2023					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2023 - TOTAL					

SERVICES – OC FAIR 2024					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2024 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2024					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2024 - TOTAL					

SERVICES – OC FAIR 2025					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2025 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2025					
Sound Montitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2025 - TOTAL					

3. OTHER SERVICES

Should it be determined that additional services are needed beyond the scope of this RFP, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32nd District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

4. PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

PART VI

EVALUATION, SELECTION & SCORING PROCESS

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

A. EVALUATION AND SELECTION PROCESS

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

This is not a public review.

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

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

This is not a public review.

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

This is not a public review.

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

This is not a public review.

6. Small Business Bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable and up to 5%. The "Financial Proposal Bid Forms" will be used to determine the not to exceed amount of the contract.

7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members.
8. In the event of a tie in determining the successful Bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied Bidders.
9. All Bidders will be notified of the results.

B. SCORING PROCESS

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

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

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

MAXIMUM POINTS

SCORING (Includes 1.-4.)

1. Company History and Personnel	20
a.- History and scale of Bidder's organization	(20)
d.	
2. Design and Technical Competence	25
a.- Experience with sound design software; samples of previous work; translation of	(25)
e. technical concepts into layman's terms	
3. Experience and Ability to Perform	25
a. Description of prior experience; list projects Bidder has completed within the past five	(10)
(5)	
years that meet all required criteria	
b. Three (3) Letters of Recommendation from clients serviced by Bidder. Letters must	(10)
not be	
more than one (1) year old	
c. Describe bidder's ability to use ingenuity and/or innovation to solve a complex sound	(5)
problem?	
4. Financial Proposal Bid Form	30
a. Bidder will complete three (3) Financial Proposal Bid Forms, all required forms in Part	(30)
X - Forms, and include a print and electronic copy with the proposal. FINANCIAL	
MUST BE MINIMUM OF 30% OF TOTAL SCORES)	
GRAND TOTAL OF POSSIBLE POINTS	100

PART VII

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

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

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

B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as one (1) document. It is recommended that Bidder keep to 3 attachments.

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

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 #: **XX-XX-XX** 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.

C. TECHNICAL PROPOSAL

Each Bidder shall submit, for the purposes of proposal evaluation, all of the following information, as available, in the order listed below. All information submitted may pertain to the proposing company itself or to principal officers of the company. If any subcontractors are to be used to fulfill this contract, submit applicable information as well.

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

1. Company History and Personnel

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

2. DESIGN AND TECHNICAL COMPETENCE

- a. Describe Bidder's experience with various sound design software. Specifically, state Contractor's experience with MAPP from Meyer and EASE.
- b. Submit sample acoustic design drawings previously prepared by the Contractor which utilize acoustic simulation software and other industry proved modeling methods to demonstrate Contractor's understanding of a venue and similar size and scope to the Pacific Amphitheatre. Drawings should have the intent of both mitigating noise and surrounding housing areas as well as preventing sound interference into non-performance areas. Drawing shot include a descriptive narrative describing the design, then you coverage and plan for adhering to the sound level requirements. Please identify programming tools utilized to develop the drawings.
- c. Submit a sample sound mitigation plan previously prepared by the Contractor which includes written acoustic testing plans and procedures, typical data gathered from testing and a written assessment of data recommendations for necessary modifications to structures, sound systems, and other equipment to achieve desired results.
- d. Submit a sample document previously prepared by the Contractor which provides detailed sound monitoring policies and procedures for a venue similar to those listed in this RFP.
- e. Submit (a translation of sample drawings or sound mitigation plan into layman's terms as would be required from time to time to educate the

management team and possibly the Board and/or a public regarding the company's acoustic design, monitoring and mitigation plans.

3. Experience and Ability to Perform

- a. Provide a list of all clients such as fairs or festivals which have a **minimum daily attendance of 30,000; concert venues which have a minimum of 4,000 seating capacity (the District is particularly interested inexperience with outdoor venues); and/or two (2) or more consecutive days of performances in multiple locations**, where the Contractor has satisfactorily perform similar services within the last five (5) years and for whom bitter has contracted for continuous period of no less than two (2) consecutive years. At least one (1) shall reflect work performed in 2018 and 2019.

Client 1

Name of Client:

Street Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Email Address:

Total Years of Service to Client:

Date Service Began:

Date Service Ended:

Size and Description of Venue (Facility and Grounds, Indoor/Outdoor):

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

For each Event Supported, list:

- Number of Days
- Number of Attendees
- Number of Concert Performances

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

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

- b. Submit three (3) letters of recommendation, written within the last twelve (12) months, from facility managers who have contracted Contractor's services within the last two (2) years. Two (2) letters must meet the criteria listed in paragraph 3.a. above. Letters shall be dated, signed and must provide detailed information regarding the services provided for the referring clients which indicate:
- i. Name a company;
 - ii. Dates of letter;
 - iii. Time frame of services performed;
 - iv. Level of completion of contracted duties; New Life ability to meet deadlines and maintain schedules; and
 - v. Full contact information of the reference, including name and title of the author, address and phone number.

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

- a. Provide three (3) examples where Contractor used training ingenuity and/or innovation to solve a complex problem related to sound. Please provide (1)

example related to solutions addressing noise complaints from the public/neighbors, if such a situation has been experienced.

- b. Attach letters from at least three (3) different financial references (banks, subcontractors, major suppliers, etc.) that Bidder has done business with during the last two (2) years. Ensure full contact information for the references is listed in the letter, including name and title of the author, address, and phone number.
- c. Include an operations plan of how Bidder will complete work, meeting the District's deadlines and scheduling needs and expectations.
- d. List all subcontractors/suppliers (name, address and phone number) who may be utilized by Contractor to fulfill the District's requirements, and describe in what manner/relationship Bidder has worked with them in the past. Provide an overview of the subcontractor/supplier's company history, including years in business, location(s), total number of staff and other key elements of their business operations.
- e. Attach proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide a commitment from Bidder's insurance carrier stating Bidder's ability to provide the additional insured endorsement upon award of contract (see Part X – Forms, Section C, Exhibit E – Insurance Requirements).

D. FINANCIAL PROPOSAL

The Financial Proposal Bid Forms are located in Part X – Forms and will be used to determine the “not to exceed” amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified in Section B – Proposal Format and Content above. Bidders to use Mandatory Financial Proposal Bid Form provided by the District, failure to do so will be resulted in disqualification.

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

PART VIII

CONTRACT TERMS & CONDITIONS

Page 1 of 4

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract.

A. AUTHORIZED REPRESENTATIVE

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

B. LICENSES, PERMITS AND CERTIFICATIONS

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

C. SITE ACCESS

1. 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.

D. INSURANCE

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

E. WORK PERMIT LAW

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

F. PERSONNEL

1. 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.
2. 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.

CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 4

G. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

1. 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.
2. 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.
3. Subcontracting of goods or services must be approved in writing by the District.

H. SUPPLIERS

1. Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.
2. 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.

I. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

J. INVOICES

1. Invoices shall be submitted upon completion of services rendered to the District.
2. 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.
3. Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.
4. Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

K. PAYMENT

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

L. PRICING/FINANCIAL PROPOSAL BID FORM

1. 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.

CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 4

2. 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.

M. MEGAN'S LAW SCREENING

1. 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 VIII – Forms).

N. RIGHT TO REPLACE/DISMISS

1. 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.
2. 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.

O. GRATUITIES

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

CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 4

P. EVALUATION OF CONTRACTOR PERFORMANCE

1. 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.
2. 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.
3. 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.
4. Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

Q. NON-EXCLUSIVE AGREEMENT

- a. 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.

R. TERMINATION

- a. The District reserves the right to terminate any contract at any time without cause 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.

S. FORCE MAJEURE

- o 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, 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 cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

PART IX

Attachments A THROUGH E

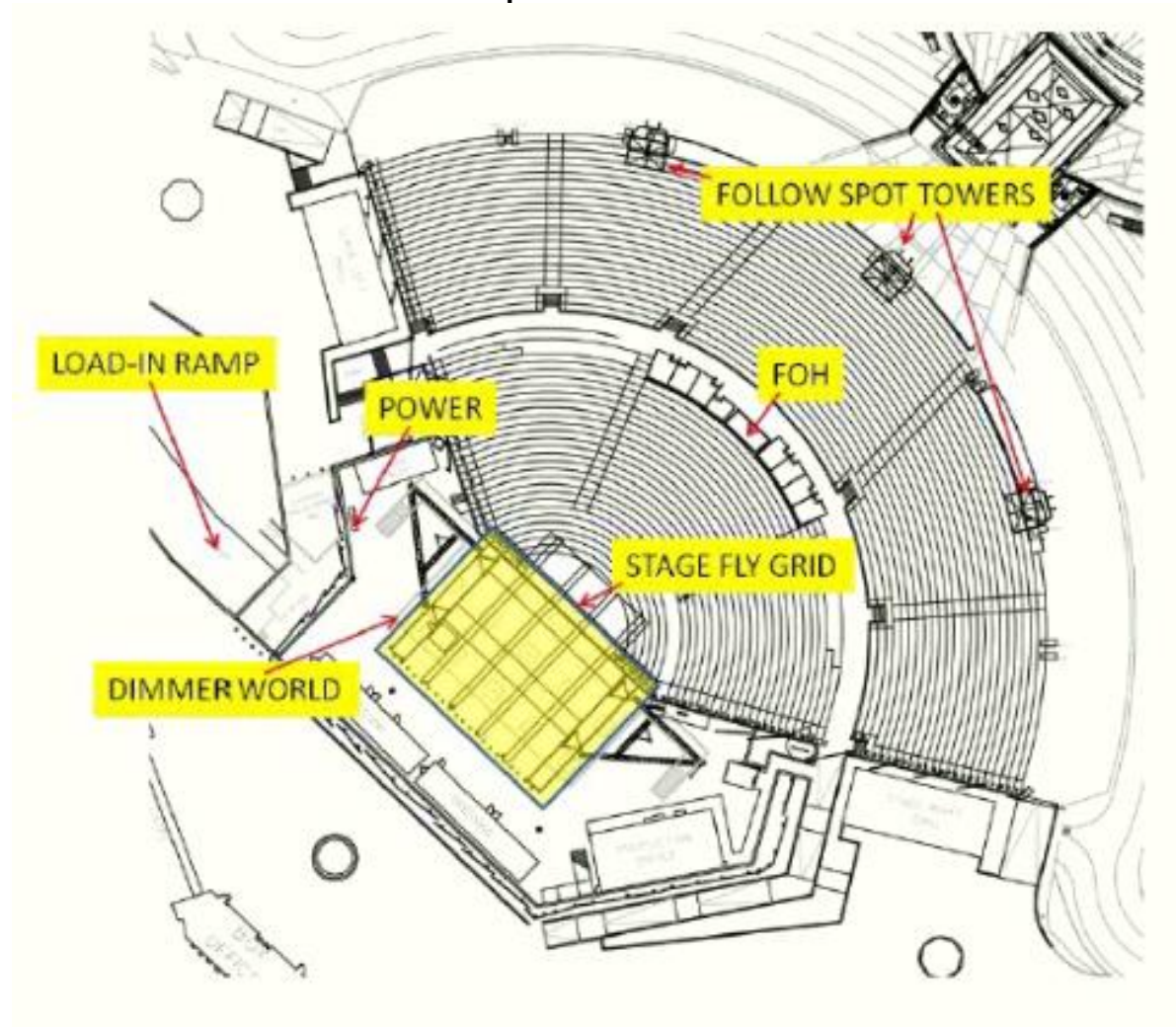
Attachment A

Facility Map

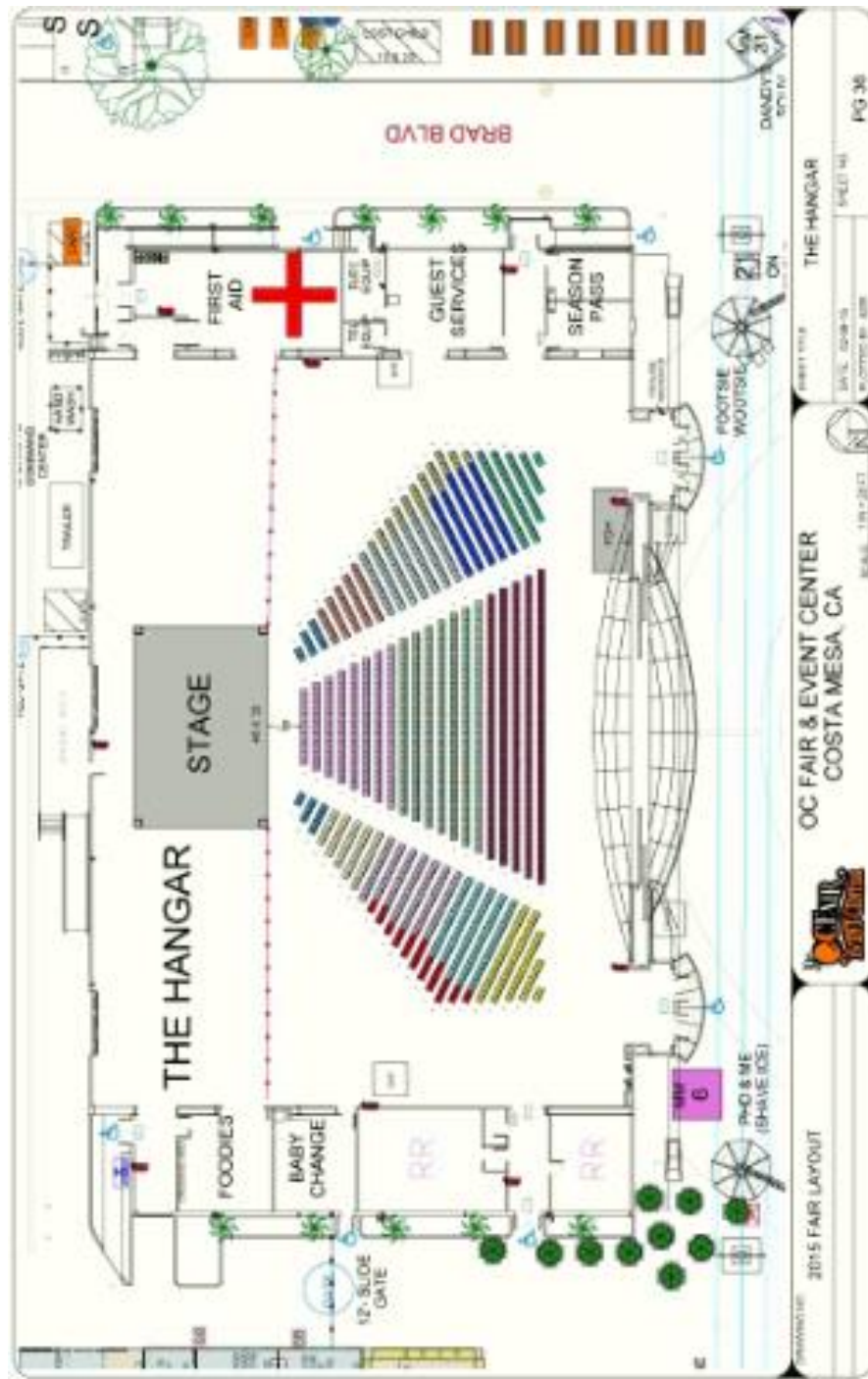


Attachment B

Pacific Amphitheatre Plan Detail

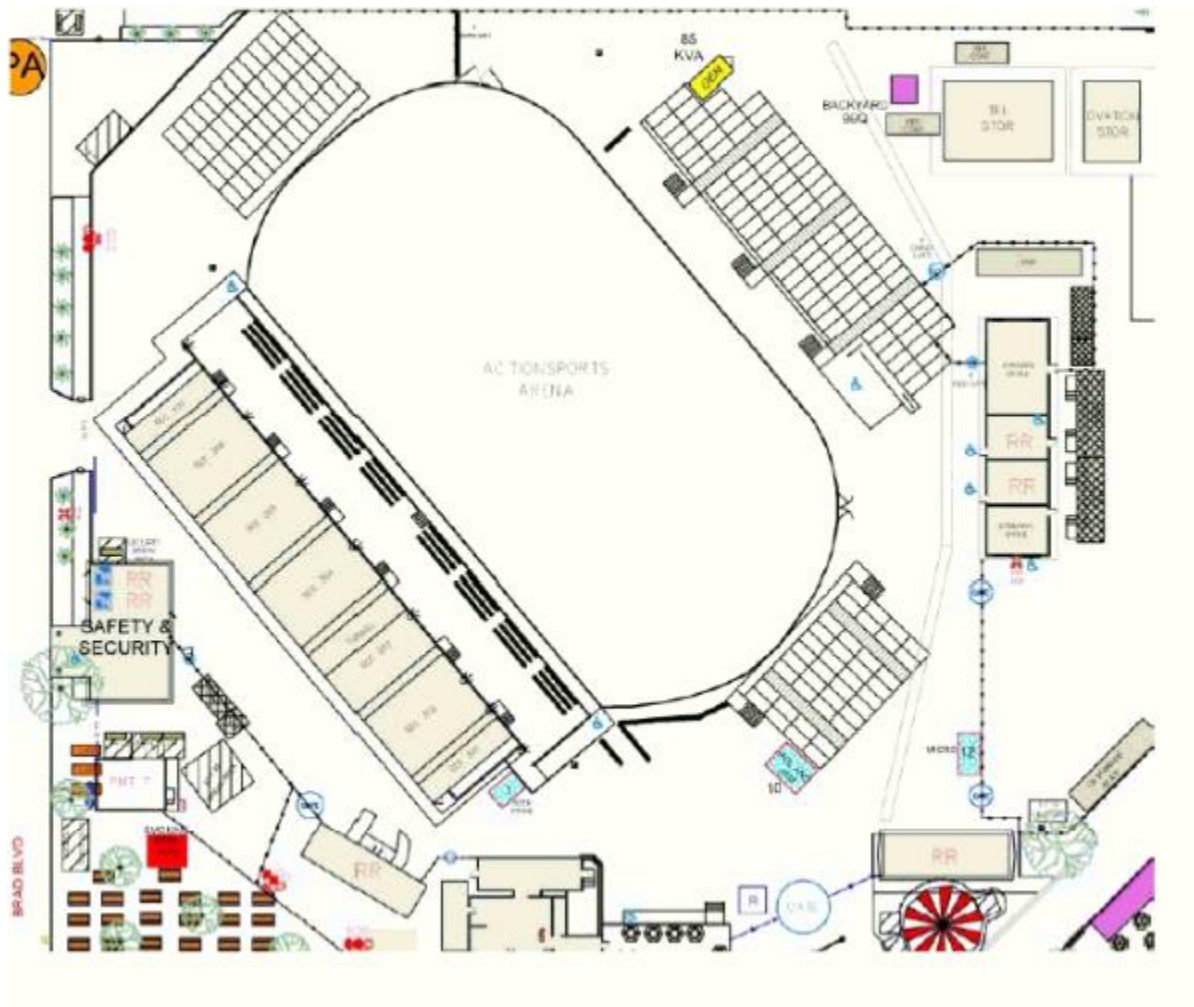


Attachment C The Hangar Plan Detail



Attachment D

Actions Sports Arena Plan Detail



Attachment E

HERITAGE STAGE

PLAN DETAIL



PART X

FORMS SECTION

Overview Checklist

A. FORMS MUST 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 (Completed)
8. Iran Contracting Act Attachment (Completed, signed and dated) (Include if bid estimate over \$1,000,000.)
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

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

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

- Std. 213, Standard Agreement
- GTC 4/17 General Terms and Conditions
- CCC-4/17 Certification, Special Terms and Conditions
- Insurance Requirements
- Megan's Law Screening
- OCFEC Uniform and ID Procedures
- Additional Terms and Conditions
- Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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 #: SM-08-21R 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 SM-08-21R**

Page 1 of 2

**BIDDERS MUST USE FINANCIAL PROPOSAL BID FORM PROVIDED
BY THE DISTRICT, FAILURE TO DO SO WILL RESULT IN
DISQUALIFICATION**

- Contractor shall provide an “all inclusive” day rate and Sound Mitigation/Special Projects “all inclusive” hourly rate which will consists of all labor and expenses, setup & teardown including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodation, transportation and meals. All costs include California sales and any other taxes or fees, if applicable. Contractor shall not bill the District any additional charges.

- The District will not provide labor support for the contractor.

- SETUP AND TEAR DOWN IS TO BE INCLUDED IN DAY RATE

- Sound Monitoring Services all in day rate (see Part V, B. #1)
 - Annual Fair 33 days(23 fair days, 10 pre/post concerts)
 - Year round events approx. 60 days
- Sound Mitigation/Special projects
 - Annual Fair hourly rate x up to 80 hours
 - Year round hourly rate x up to 100 hours

If day or hourly estimated total is exceeded, the same rate will be charged

The table below is indicated to help Bidders gain an understanding of the estimated hours and allocation of services; however, all quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. Actual work to be performed will be directed by the District and will vary from year to year. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect additional work. Billing should reflect the actual work performed, at the rate indicated on the Financial Proposal Bid Form.

SERVICES – OC FAIR 2021 (July-August)					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2021 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2021					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2021 - TOTAL					

SERVICES – OC FAIR 2022 (July-August)					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2022 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2022					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2022 - TOTAL					

SERVICES – OC FAIR 2023 (July-August)					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2023 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2023					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2023 - TOTAL					

SERVICES – OC FAIR 2024 (July-August)					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2024 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2024					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2024 - TOTAL					

SERVICES – OC FAIR 2025 (July-August)					
Sound Monitoring	Estimated # of Service Days(FAIR)	x	Rate Per Day	=	Total Cost
	33	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(FAIR)	x	Rate Per Hour	=	Total Cost
	80	x	\$	=	\$
Cumulative Total of Service Days and Hours OC FAIR 2025 - TOTAL					\$

SERVICES – YEAR ROUND(YR) EVENTS 2025					
Sound Monitoring	Estimated # of Service Days(YR)	x	Rate Per Day	=	Total Cost
	60	x	\$	=	\$
Sound Mitigation/ Special Projects	Estimated # of Service Hours(YR)	x	Rate Per Hour	=	Total Cost
	100	x	\$	=	\$
Cumulative Total of Service Days and Hours Year Round(YR) Events 2025 - TOTAL					

Form, A-3: FINANCIAL PROPOSAL BID FORM
RFP NUMBER SM-08-21R
Page 2 of 2

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

“By submitting a Bid for **SOUND MONITORING AND MITIGATION CONSULTING SERVICES**, I understand and agree to the terms, conditions and scope of work as set forth in this Bid Request. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein.”

Contractor's Name: _____

Contractor's Address: _____

Contractor's Signature: _____ Date: _____

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES _____ NO _____

If Yes, Certification # _____

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

YES _____ NO _____

If yes, Certification # _____

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES _____ NO _____

If yes, refer to Attachments 3, 4 for documents to be submitted

If no, do you commit to meeting DVBE participation of
1% up to 5% to a California certified DVBE? YES _____ NO _____

Form A-4: BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER SM-08-21R
PAGE 1 OF 2

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

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

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

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

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

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

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

Corporation

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

Place and date of incorporation _____

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

CURRENT OFFICERS:

President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officers: _____

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

Form A-4: BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER SM-08-21R
PAGE 2 OF 2

Fictitious Name

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

Small Business Preference

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

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

Your small business ID number: _____

Pending Litigation or Hearings

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

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

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

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

(Print Name & Title)

(Signature)

(Date)

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

Form A-5: BIDDER DECLARATION

- 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**
- a.** Identify current California certification(s) (**MB, SB, SB/NVSA, DVBE**): _____ **or None** ____ (If “None”, go to Item #2)
- b.** Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c.** If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

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

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

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

Signature: _____ **Date:** _____

Form A-5: BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "**N/A**" if the:

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

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

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

Read the certification at the bottom of the page and complete the "Page _1_ of _2_" accordingly.

Form A-6: OCFEC PROCEDURES

RFP NUMBER **SM-08-21R**

Page 1 of 2

PROCEDURE 0004: Uniforms for Contractors and their Employees.

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

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

- a. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
- b. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
- c. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
- d. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
- e. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
- f. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

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

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

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

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

Form A-6: OCFEC PROCEDURES
RFP NUMBER SM-08-21R
PAGE 2 OF 2

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

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

(Print Name & Title)

(Signature)

(Date)

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

Form A-7: DARFUR CONTRACTING ACT ATTACHMENT
RFP NUMBER SM-08-21R
PAGE 1 OF 1

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):

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

OR

b. _____ We are a scrutinized company as defined in Public Contract Code
Initials 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

c. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below 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.

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

(REMOVE IF BID ESTIMATE UNDER 1 MILLION DOLLARS)

Form A-8: IRAN CONTRACTING ACT VERIFICATION FORM

(Public Contract Code sections 2202-2208)

RFP NUMBER XX-XX-XX

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)
RFP NUMBER SM-08-21R
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>

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL
INCLUDES THIS FORM WITH EITHER OPTION 1 OR OPTION 2 COMPLETED**

Documents to be completed by District

NOTICE OF PROPOSED AWARD

XX-XX-XX

ENTER POSTING DATE

**THE 32ND DISTRICT AGRICULTURAL ASSOCIATION
ANNOUNCES**

PROPOSED AWARD OF THE

XX SERVICE TO PERFORM XX

AT THE OC FAIR & EVENT CENTER TO:

(ENTER AWARDEE COMPANY NAME)

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. By
(ENTER NPA EXPIRATION DATE), THE AWARD WILL BE FINAL.**

Forms: Section C
Documents That Are Part of the Contract to Be Awarded

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

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ **A** _____ **F** _____

AGREEMENT NUMBER

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

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

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 (Attached hereto as part of this agreement)	Page
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (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 <https://www.dgs.ca.gov/OLS/Resources>*

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

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME:

Contractor contact information

The District's Request For Proposal (RFP) (Project Name) released (RFP release date) is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor proposal for (Project Name), dated (Proposal signed date), is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

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.

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 itemized invoice and disputes are resolved.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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.)

Page 4 of 4

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

Page 1 of 4

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 4

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:
 - 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.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 2 of 4

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- 1. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - 2. 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).

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 3 of 4

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 the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

- D. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
- E. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 4 of 4

- F. 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.
- G. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – OCFEC MEGAN'S LAW SCREENING & CERTIFICATION FORM

Page 1 of 3

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

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

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

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

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

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

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

Page 2 of 3

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :** _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. 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*****

Page 3 of 3

[illegible]

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

EXHIBIT G – OCFEC UNIFORM AND IDENTIFICATION PROCEDURES

Page 1 of 2

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

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

Purpose: To ensure all OCFEC contractors and their employees are in their company approved uniform when present in a working capacity.

Procedure: 0004

- All contractors and their employees shall be in their own company uniform at all times when working on OCFEC property including the Pacific Amphitheatre, Hangar and Action Sports Arena.
- A uniform can be a logo T- shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required the jacket must have the company logo on the front of the jacket. OCFEC will require pre approval of said company uniform style and logo. Logos will be highly visible and non-offensive in nature. Must adhere to purchasing standards in the contract.
- If a jacket (or outerwear) is worn the required identification must remain visible at all times. (see OCFEC ID procedure)
- If any OCFEC contractor(s) or their employees are not in company uniform they will be asked to leave OCFEC property until in the required uniform.
- If any OCFEC contractor(s) or their employee continues to not follow OCFEC procedures, OCFEC management will ask the company representative to have said employee replaced permanently.
- Continued lack of support or adherence to OCFEC procedures may result in the cancellation of a contract.

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

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

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

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

- Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

EXHIBIT G – OCFEC UNIFORM AND IDENTIFICATION PROCEDURES (CONT.)

Page 2 of 2

- All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
- All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
- Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
- Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
- If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
- Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

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

(Signature)

(Print Name & Title)

(Date)

EXHIBIT H- ADDITIONAL CONTRACT TERMS & CONDITIONS

Page 1 of 2

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

6. 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.

7. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, and must adhere to the Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

8. VEHICLE UTILITY CARTS

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

9. VENUE CLEAN-UP

- H.** Contractor is to keep job site clean daily and upon project completion.
- I.** Contractor shall sweep and blow all debris daily and upon project completion.
- J.** Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- K.** Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- L.** Contractor is to keep all compound and chemicals out of storm drains & sewers.
- M.** Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

10. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

EXHIBIT H- ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 2

11. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

12. UNIFORMS AND BADGES

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

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

13. SUBCONTRACTING

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

14. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to

EXHIBIT I
COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

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1. **SCOPE.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **SICK, ELDERLY AND VULNERABLE PERSONS.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **PHYSICAL DISTANCING IN THE WORKPLACE.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT I
COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

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Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

- 5. EVENT ATTENDANCE LIMITATIONS.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

- 6. OCFEC BUSINESS PARTNER COMPLIANCE.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

- 7. COVID-19 RELEASE AND WAIVER OF LIABILITY.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I
COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

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- 8. EVENT ORGANIZATION PROTOCOLS.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
- 9. FURTHER ACTION AS NECESSARY.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 2021

OCFEC BUSINESS PARTNER

Signature

Address

Address

END OF RFP – **SM-08-21R**