

REQUEST FOR QUOTE

For: OC Fair & Event Center
2020 Financial Audit

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Date: 4/1/2021

You are invited to review and respond to this Request for Quote (RFQ). To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A and B. By submitting an offer, your firm agrees to the terms and conditions stated in this RFQ.

Read the attached document carefully. The RFQ due date is 4/15/2021. Responses to this RFQ must be submitted by email to EDusi@ocfair.com

The winning bidder will be entering a Standard Agreement with the District. This will be a 2 year contract with 3 – 1 (one) year extensions. Attached is Sample of Standard Agreement.

NOTE: This will be a “NOT TO EXCEED” \$50,000 Standard Agreement per year.

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 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. For example, 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.

Financial Highlights

2020 was a different year for the OC Fair & Event Center, due to Covid-19. While most events were cancelled, by pivoting to alternative methods, we were able to generate modest revenues. 2021 presents a brighter picture, and 2022 - 2025 should be close to normal events and revenue. Please see attachment D for consolidated 2020 financials and our 2021 budget.

1. Key Dates

It must be understood that time is always of the essence, both for the RFQ submittal and contract completion. Bidders are advised of the key dates and times shown below and are expected to adhere to them.

| | | |
|----|--|-----------|
| 1. | Release of RFQ | 4/1/2021 |
| 2. | Questions Due Date via Email | 4/7/2021 |
| 3. | Answers sent to all bidders via Email | 4/9/2021 |
| 3. | RFQ Response Submission Due date | 4/15/2021 |
| 4. | Review and evaluation of RFQ Submissions | 4/16/2021 |
| 5. | Notice of Proposed Award | 4/16/2021 |
| 6. | Board Approval of RFQ | 4/22/2021 |
| 7. | Proposed Commencement | 5/1/2021 |

2. RFQ Response Requirements

This RFQ and the offeror's response to this document will be made part of the Standard Agreement.

3. Award

Award resulting from this RFQ will be based on qualification and responsive low bid.

Responses to this RFQ will first be reviewed for responsiveness to the all requirements of Attachments A and B below.

4. Cancellation

The District reserves the right to terminate any contract at any time with or 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.

5. Gifts or Gratuities:

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

6. Megan's Law Certification:

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.

7. Insurance Requirements:

For any work performed on District property, the District requires evidence of insurance naming the District as additional insured. Proof of insurance, meeting the requirements of the State (See Exhibit E of Sample of Contract) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

8. Quantity

This offer request does not constitute an order but rather a close approximation of what will be included in the actual order.

9. Non-Exclusive

Contractor understands and agrees that this is a non-exclusive. The District may hire other vendors for work of similar or identical Services.

10. DVBE Incentive

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

Bidders must complete and return the Bidder Declaration, GSPD-05-105, found at:

<https://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

If Bidder claim DVBE Incentive and answered "yes" to any question on the Bidder Declaration, GSPD-05-105, Bidder must include Disabled Veteran Business Enterprise Declarations, Std. 843, found at:

<https://www.documents.dgs.ca.gov/pd/poliproc/std-843fillprintfields.pdf>

11. 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.

For more information about DVBE Incentive and Small Business Preference click on the link below. The District will apply applicable percentage in accordance with Bidder's claim.

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo>

ATTACHMENT A – SCOPE OF WORK

A. **Scope and Description** – Financial and Internal Control Audit for period of January 1, 2020 to December 31, 2020, and successive 4 years.

1. Scope of Work:

Perform a financial audit of the Statement of Operations, Balance Sheet, and Statement of Cash Flow in accordance with auditing standards generally accepted in the USA.

Experience and / or knowledge of California State Administrative Manual (SAM), Division of Fairs and Expositions (F&E) financial reporting policies and procedures, and the Department of Food and Agriculture Audit Office is preferred. Please summarize your experience with these documents, and / or provide a list of California State Agencies you have worked with in the past.

Audit procedures should include the following in order to express an opinion that statements are presented in conformity with generally accepted accounting principles.

1. Obtaining an understanding of the company's internal control structure and testing those controls to the extent necessary to render an opinion.
2. Tests of physical existence of certain assets and liabilities.
3. Test of documentary evidence supporting the transactions recorded in accounts.

The end product desired is a written report expressing an unqualified opinion that our financial statements are presented fairly and provide reasonable assurance that they are free from material misstatement.

2. Pricing:

Quote is inclusive of all costs, and must not exceed \$50,000 per year. The District shall not be billed for any costs that were not included in the contract. Quote should consider use of District staff to assist with preparation.

3. Submission Requirements

By submitting an offer it is implied that all terms and requirements of the District are accepted by the vendor.

4. Payment Terms:

As a State Agency, the District is not permitted to make payments in advance of services rendered. By submitting an offer, Vendor understands and agrees to the payment terms as specified by the District. Payment terms are to be Net 30 upon satisfactory completion of audit and issuance of opinion.

Invoices shall be e-mailed to AP@ocfair.com or mailed to **OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Dr., Costa Mesa, CA 92626**.

5. Other Requirements:

All non OCFEC employees are required to sign a waiver form prior to accessing property. See Exhibit C - Waiver form to indemnify CA State against legal recourse from persons who could claim to have been infected with virus while on OCFEC property. Request for Quote must contain statement of vendor's COVID-19 policy and procedures.

Bidder must have a current California CPA license and be able to issue unqualified opinions, so attest license is required for the person signing the opinion.

ATTACHMENT B - PRICE OFFER
 Separate fillable excel worksheet accompanies this bid.

| | 5/1/2021 - 4/30/2022 | | | 5/1/2022 - 4/30/2023 | | | |
|----------------------|----------------------|-----------------|----------------------|----------------------|-----------------|----------------------|-----------------|
| | Hourly Rate: | Estimated Hours | Total | Hourly Rate: | Estimated Hours | Total | |
| | (Hours X Rate) | | | (Hours X Rate) | | | |
| Partner | | | 0 | | | 0 | |
| Audit Manager | | | 0 | | | 0 | |
| Audit staff | | | 0 | | | 0 | |
| Total Bid: | 0 | 0 | 0 | 0 | 0 | 0 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 5/1/2023 - 4/30/2024 | | | 5/1/2024 - 4/30/2025 | | | 5/1/2025 - 4/30/2026 | |
| Hourly Rate: | Estimated Hours | Total | Hourly Rate: | Estimated Hours | Total | Hourly Rate: | Estimated Hours |
| (Hours X Rate) | | | (Hours X Rate) | | | (Hours X Rate) | |
| Partner | | | 0 | | | 0 | |
| Audit Manager | | | 0 | | | 0 | |
| Audit staff | | | 0 | | | 0 | |
| Total Bid: | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

TOTAL BID MUST NOT EXCEED \$50,000 per year

“By submitting a this bid, I understand and agree to the terms, conditions and scope of work as set forth in this Request For Quote. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein.”

Company's Name: _____

Company's Address: _____

First Name: _____ Last Name: _____

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 _____

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

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ ("Participant"), acknowledge that I will be participating as a volunteer or participant in the following activities at the _____ Fair premises and facilities (the "Fair"):

(Description of activities, which Volunteer/Participant will engage in)

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC, AND ALSO POTENTIALLY INVOLVE LIVESTOCK OR OTHER FAIRGROUNDS ACTIVITIES, AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES ON THE FAIRGROUNDS INCLUDING BUT NOT LIMITED TO LIVESTOCK ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if volunteer participant is under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of _____ (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, I forever release the Fair, the State, California Fair Services Authority ("CDSA"), 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 I, my 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) my 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 I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: _____

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

Attachment D

32nd D A A - OC Fair & Event Center

Statement of Operations

December 31, 2020

Amount

Revenues

| | |
|---|----------------|
| Admissions to Grounds | \$ - |
| Commercial Space Rental Revenue | - |
| Carnival and Concessions Revenue | 189,423 |
| Exhibits Revenue | 16,516 |
| Attractions Revenue | - |
| Miscellaneous Revenue | 97,726 |
| Total OCFEC-Produced Event Revenue | 303,665 |

| | |
|-----------------------------|------------------|
| Facility Rental Revenue | 1,021,270 |
| Other Event Revenue | 1,261,973 |
| Equestrian Center Revenue | 117,762 |
| Other Operating Revenue | 83,297 |
| Total Rental Revenue | 2,484,302 |

| | |
|------------------------------------|----------------|
| Interest Earnings | 622,069 |
| Grants | - |
| Other Non-Operating Revenue | 49,115 |
| Prior Year Revenue | 191,190 |
| Total Non-Operating Revenue | 879,497 |

Total Revenue **\$ 3,667,464**

Expenses

| | |
|--------------------------------|-------------------|
| Payroll and Related Expense | \$ 13,378,206 |
| Professional Services Expense | 1,108,055 |
| Directors Expense | 20,422 |
| Insurance Expense | 332,586 |
| Telephone & Postage Expense | 181,185 |
| Supplies and Equipment Expense | 493,131 |
| Facility and Related Expense | 1,494,427 |
| Publicity & Related Expense | 244,482 |
| Attractions Expense | 3,699 |
| Other Self-Prod Event Expense | 184 |
| Premium Expense | 2,341 |
| Other Operating Expense | 115,261 |
| Total Operating Expense | 17,373,979 |

| | |
|----------------------------------|-----------|
| Depreciation Expense | 3,458,838 |
| Major Projects | 154,249 |
| Net Pension Adjustment - GASB 68 | - |
| Prior Year Expense | 44,306 |

Total Non-Operating Expense **3,657,393**

Total Expense **\$ 21,031,372**

Net Proceeds **\$ (17,363,909)**

32nd D A A - OC Fair & Event Center

Statement of Operations

December 31, 2021

2021 Budget

Revenues

| | |
|---|-------------------|
| Admissions to Grounds | \$ 10,289,311 |
| Commercial Space Rental Revenue | 694,800 |
| Carnival and Concessions Revenue | 6,455,156 |
| Exhibits Revenue | 55,525 |
| Attractions Revenue | 471,663 |
| Miscellaneous Revenue | 3,470,824 |
| Total OCFEC-Produced Event Revenue | 21,437,279 |

| | |
|-----------------------------|------------------|
| Facility Rental Revenue | 268,700 |
| Other Event Revenue | 913,580 |
| Equestrian Center Revenue | 130,709 |
| Other Operating Revenue | 592,306 |
| Total Rental Revenue | 1,905,295 |

| | |
|------------------------------------|----------------|
| Interest Earnings | 78,846 |
| Grants | 55,000 |
| Other Non-Operating Revenue | 48,600 |
| Prior Year Revenue | - |
| Total Non-Operating Revenue | 182,446 |

Total Revenue **\$ 23,525,020**

Expenses

| | |
|--------------------------------|-------------------|
| Payroll and Related Expense | \$ 15,513,684 |
| Professional Services Expense | 3,676,318 |
| Directors Expense | 19,200 |
| Insurance Expense | 352,100 |
| Telephone & Postage Expense | 211,551 |
| Supplies and Equipment Expense | 2,232,557 |
| Facility and Related Expense | 2,703,229 |
| Publicity & Related Expense | 1,205,001 |
| Attractions Expense | 3,902,354 |
| Other Self-Prod Event Expense | 283,737 |
| Premium Expense | 70,937 |
| Other Operating Expense | 372,852 |
| Total Operating Expense | 30,543,520 |

| | |
|------------------------------------|------------------|
| Depreciation Expense | 3,300,000 |
| Major Projects | 825,000 |
| Net Pension Adjustment - GASB 68 | 675,000 |
| Prior Year Expense | - |
| Total Non-Operating Expense | 4,800,000 |

Total Expense **\$ 35,343,520**

Net Proceeds **\$ (11,818,500)**

Attachment E – Sample Contract

Submitted as separate document.