

32ND DISTRICT AGRICULTURAL ASSOCIATION

MERCHANDISING SALES
LOW COST

INVITATION FOR BID (IFB)

IFB NUMBER: MER-02-22

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

Date Issued: Tuesday, February 15, 2022

Mandatory Job Walk: Not applicable

Public Bid Opening, Friday, March 4, 2022 at 11 a.m.
(Administration Building)

BID DUE DATE: Bids must be received no later than Friday, March 4, 2022 at 11 a.m.

Clearly marked with the following:

MERCHANDISING SALES
IFB NUMBER: MER-02-22

BID PROPOSAL MUST BE SUBMITTED BY EMAIL TO IFB@OCFAIR.COM

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

Contact Person: Kelly Vu

E-mail: IFB@ocfair.com

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

Prospective bidders to send email request to IFB@ocfair.com to receive notification

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

TABLE OF CONTENTS

I.	DEFINITIONS	3
II.	GENERAL INFORMATION	4
III.	RULES GOVERNING COMPETITION & TECHNICAL EVALUATION.....	10
IV.	HISTORY & GENERAL INFORMATION	13
V.	STATEMENT OF WORK TO BE PERFORMED	14
VI.	EVALUATION & SUBMISSION	17
VII.	MANDATORY FORMAT AND CONTENT REQUIREMENTS.....	18
VIII.	FORMS	19
IX.	ATTACHMENTS (1, 2, 3, 4, 5, 6)	20
X.	SAMPLE OF CONTRACT	30

PART I DEFINITIONS

BIDDER/PROPOSER:	The individual, company, organization or business entity submitting the proposal in response to the Invitation For Bid.
CFSA:	Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
CONTRACTOR:	Refers to that Bidder selected by the District to provide the services set forth in this IFB. Terms can be used interchangeably.
DGS:	Refers to the "Department of General Services," State of California, located at: 707 Third Street, 7th Floor West Sacramento, California 95605 Attention: Office of Legal Services
DISTRICT:	Refers to the 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: 220 N. Street, Suite 315 Sacramento, CA 95814
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 IFB 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.
IFB:	Invitation For Bid
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 IFB 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. INVITATION FOR BID (IFB)

The Board of Directors of the 32nd District Agricultural Association, in releasing this IFB, intends to award a contract for the Merchandising Sales for the OC Fair & Event Center from June 1, 2022, through May 31, 2024, with three (3) one (1)-year options. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

B. BIDDER RESPONSIBILITY

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

C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to the closing time and by e-mail* to IFB@ocfair.com

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

- One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (Where applicable).
- Proposals must be submitted to the District's by email to IFB@ocfair.com no later than 11:00 a.m. on Friday, March 4, 2022.
- Pursuant to the law, no proposals shall be considered which have not been received at the place by the closing time, stated in this IFB.

D. CONTRACT AWARD

Each Bidder's financial proposal is evaluated and based on low cost, Small Business preference and DVBE incentive will be given where applicable (see Part II, Items G and H).

If the contract is awarded, it shall be granted to the qualified responsible Bidder who proposed the lowest cost. Prior to the Board awarding a contract, the District shall post a "Notice of Proposed Award" on the OC Fair 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:

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

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

E. TENTATIVE SCHEDULE

IFB Released	Tuesday, February 15, 2022
*Job Walk (Optional)	N/A
**Questions due via email – 5:00 p.m.	Thursday, February 24, 2022
Answers sent to all bidders via email	Friday, February 25, 2022
Proposal Deadline – 11:00 a.m.	Friday, March 4, 2022
Bid Opening 11:00 a.m.	Friday, March 4, 2022
Post/mail “Notice of Proposed Award”	Monday, March 7, 2022
OCFEC Board of Directors	Thursday, March 24, 2022
Proposed Contract Commences	Wednesday, June 1, 2022

The District reserves the right to change the schedule above.

*If job walk is mandatory: Bidders who do not attend the mandatory job walk will be disqualified. All bidders who attend the job walk will be notified of the changes.

**All IFB related questions are to be submitted in writing and email to IFB@ocfair.com by the date and time specified above. All questions and answers will be distributed to all Bidders by the date specified above. No IFB related questions will be answered after questions are due.

F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit the Bidder/Subcontractor Status Form in response to the IFB. 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 IFB.

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

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

2. **ALL** Bidders 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>

3. **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, and Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000.00 for any proposal, Bidder's company must have its principal place of business located in California and have a complete application (including proof of annual receipts) on file with the State Office of Small Business & Disabled Veteran Business Enterprise (OSDS). Questions regarding the preference approval process should be directed to the OSDS, 707 Third Street, 1st Floor, West Sacramento, CA 95605, (916) 375-4940.

If Bidder is claiming the five percent (5%) small business preference, a copy of the OSDS Small Business Certification must be submitted with the proposal (see Part VII – Mandatory Format and Content Requirements, Paragraph B). A certification can be downloaded from website <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 subcontractors shall include the subcontractor's name, address, phone number, description of work to be performed, dollar amount and percentage for each subcontractor.

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

Certification Application

To apply for Small Business Certification, go online to www.dgs.ca.gov/smbus/getcertified.htm. To receive your hard copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 5 p.m. of the proposal due date. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5 percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hard-delivery or express-mail your package to:

Office of Small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS210
West Sacramento, CA 95605

I. INSURANCE

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, as outlined in Part XI – Sample of Contract, 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 IFB.

K. SIGNATURE

The Proposal Forms 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 IFB 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 IFB.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable.

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

N. NON-ASSIGNMENT

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

O. LOSS LEADER

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

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event unanticipated deliverables, additional time or additional work must be performed that is not identified in this IFB, 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

- A. If a post award dispute between the Department and a Contractor arises, the Department shall deal in good faith and attempt to resolve potential disputes informally.
- B. Contractor should state the dispute in writing, including all facts of the dispute, and submit it to the Department Supervisor or designee.
- C. The Department Supervisor or designee shall review the matter and render a final decision in a timely manner.
- D. 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.

PART III
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. IFB REQUIREMENTS AND CONDITIONS

1. Resulting Contract

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

- a. IFB, Sample of contract, Payee Data Record
- b. The Statement of Work to be performed and/or work requirements set forth in this IFB.
- c. Addenda subsequent to the initial release of the IFB.
- d. The District's response to written questions and clarification to the IFB.
- e. All Exhibits.

2. Errors and Requests for Additional Information

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

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, 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 IFB. Bidders must submit questions by the date and time specified in the Tentative Schedule (see Part II – General Information). Modifications will be made in writing by way of an addendum issued pursuant to Paragraph 3 – Addenda below.

3. Addenda (Changes to the IFB)

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

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

Bidders must acknowledge all Addendum(s) and RFI (s) by email upon receipt. Failure to do so will be deemed as non-responsive.

4. Definitions

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

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

5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II – General Information, Paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this IFB as listed in Part VII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this IFB without formally withdrawing other bids.
- Not using provided required forms and attachments.
- 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, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this IFB.)

6. Right to Reject Any or All Proposals

It is the policy of the District not to solicit proposals unless there is a bona fide intention to award a contract. However, the District may, at its sole and absolute discretion, reject any or all proposals; re-advertise this IFB; postpone or cancel, at any time, this IFB process, or waive any irregularities in this IFB. 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 IFB, shall be at the sole and absolute discretion of the District.

7. Protests

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

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

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

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

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 IFB will become the property of the District. All proposals, evaluation shall be available for public inspection at the conclusion of the 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.

2. Confidentiality of Proposals

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

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

3. Modifications or Withdrawal of Proposals

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

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

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. Historically the OC Fair & Event Center hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

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

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

Heroes Hall, located at the OC Fair & Event Center, is a permanent museum and education center honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation. In addition, an A-4M Skyhawk aircraft compliments the Heroes Hall footprint.

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 (Wednesdays through Sundays) during July and August.

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

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

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.

PART V
STATEMENT OF WORK TO BE PERFORMED

The District is soliciting Bids for the Merchandising Sales. The Agreement term for these services shall be for June 1, 2022, through May 31, 2024, with three (3) one (1)-year options.

A. Purpose and Background

The Board of Directors of the 32nd District Agricultural Association, in releasing this IFB, intends to award a contract for the Merchandise Sales for the Pacific Amphitheatre and The Hangar at the OC Fair & Event Center. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts over 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Imaginology, and Heroes Hall.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The current operating hours for the OC Fair are Wednesday and Thursday, 11:00 a.m. – 11:00 p.m. and Friday, Saturday and Sunday, 11:00 a.m. - 12:00 a.m. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations for parking.

1. Minimum Qualification Requirements:

- a. Bidder shall maintain a qualified applicators license and any other applicable license or certificate with the State of California.
- b. Bidder must be able to meet all Workers' Compensation, Commercial General Liability, and Motor Vehicle insurance requirements as outlined in the attached Section X, Exhibit E - Insurance Requirements. Proof of insurance and other requirements must be provided to the District within five (5) days of contract award. Failure to do so could result in termination of said contract.
- c. Bidder must have a minimum of three (3) satisfactory references. References will be verified upon awarding the contract.

B. Scope of Work:

1. To sell merchandise at the Pacific Amphitheater and the Hangar Building from approximately early-July through early September of each year approximate 30-40 days/nights for Pacific Amphitheatre and 4-5 days/nights for The Hangar.

Anticipated schedule will be provided to Contractor at least 30 days/nights before the first day of sale is taken place. Contractor understands and agrees the schedule is dependent upon the Fair schedule of each year and the District shall only be charged for actual work performed. If number of days exceed the estimated days/nights the commission rate will be the same as the proposed rate.

2. To staff two (2) merchandise booths in the Pacific Amphitheatre for approximate of 30-40 nights each year. Contractor shall provide a minimum of two (2) to three (3) staff at each booth, depending upon anticipated demand.
3. Contractor should provide service for an estimated amount of seven (7) to nine (9) hours per day.
4. Contractor is to staff one (1) booth in the Hangar for four to five nights. Contractor shall provide a minimum of one (1) to (2) staff.
5. Most events will begin between 7:30 p.m. and 8:30 p.m. Some will begin as early as 5:00 p.m.

6. Contractor to be responsible for the advance work with each artist/entertainer's production or merchandise representative.
7. Contractor to handle the pre and post-concert inventories.
8. Contractor to settle with the merchandise representative at the end of each evening.
9. Contractor to submit completed inventories, sales reports, and deposits to the designated District official prior to leaving each evening.
10. Contractor to provide a change fund for each booth.
11. Contractor is responsible for lost or missing items after 2% of total inventory.
12. Contractor to verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
14. Contractor must adhere to all venue policies and procedures.
15. **For information and reference purpose only:**

Pacific Amphitheatre at the 2019 OC Fair:

Date	Artist
Saturday, July 09, 2016	Iration / Rebel Souljahz / Katastro / The Steppas
Sunday, July 10, 2016	Iration / Collie Buddz / Seedless / The Expanders
Wednesday, July 13, 2016	Empire of the Sun / Hellogoodbye
Thursday, July 14, 2016	Three Dog Night with Pacific Symphony
Friday, July 15, 2016	Styx
Saturday, July 16, 2016	Boston
Sunday, July 17, 2016	The Psychedelic Furs / The Church / The Fixx
Wednesday, July 20, 2016	The Offspring
Thursday, July 21, 2016	Andy Grammer / Rachel Platten
Friday, July 22, 2016	Phillip Phillips & Matt Nathanson
Saturday, July 23, 2016	Strangelove / Sweet & Tender Hooligans
Sunday, July 24, 2016	Happy Together
Wednesday, July 27, 2016	Frankie Valli and the Four Seasons
Thursday, July 28, 2016	Jeff Dunham
Friday, July 29, 2016	Chris Isaak
Saturday, July 30, 2016	Earth Wind & Fire
Sunday, July 31, 2016	UB40
Wednesday, August 03, 2016	Michael Franti & Spearhead
Thursday, August 04, 2016	Jim Gaffigan
Friday, August 05, 2016	Hunter Hayes / Cassadee Pope
Saturday, August 06, 2016	The Fab Four / Together & Alone
Sunday, August 07, 2016	Train
Wednesday, August 10, 2016	Lindsey Stirling
Thursday, August 11, 2016	Chris Young / w Ruthie Collins
Friday, August 12, 2016	The B-52s / The Aquabats
Saturday, August 13, 2016	Ziggy Marley / Steel Pulse / The Lions

16. 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 & SUBMISSION

A. Evaluation

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

This part describes the process the District will follow when evaluating proposals and awarding contract during the evaluation and selection process, the District's Representative(s) may wish to contact a Bidder for clarification purposes only. Bidder may only respond to questions for clarification from the District's Representative(s) and will not be allowed to ask questions concerning other Bidders. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

B. Breaking Ties

In the event that there is a tie, the tie will be broken by the toss of a coin by the District's Contracts Manager or designee in the presence of any authorized representatives of the proposed Bidders at the bid opening.

C. Submission requirements

In addition to other information and forms as set out in this IFB, Bidder agrees to the following:

That the Bidder does not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as the contracting party under the contract. Where applicable, a Bidder must declare in its Proposal any situation that may be a conflict of interest in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as contracting party under this contract.

The Proposal of any Bidder may be disqualified where the Bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above facts. Further, OCFEC shall have the right to terminate any contract with the Successful Bidder in the event that OCFEC, at its sole discretion, determines that the Successful Bidder has made a misrepresentation regarding any of the above facts, in addition to or in lieu of any other remedies that OCFEC has in law or in equity.

D. Modification of Bid Documents

Modification of any bid documents including Financial Proposal Bid form is prohibited.

E. Contractor's Terms and Conditions

The District will not accept any terms and conditions set by the bidder.

F. Board Approval

All contracts are subjected to Board of Director approval. In any circumstances the Board of Directors objects the award when the award has been made the District may cancel the contract immediately and shall not be held liable for any services have not been rendered by the Contractor.

PART VII MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

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

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

B. PROPOSAL FORMAT AND CONTENT

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

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

C. TECHNICAL PROPOSAL

Each Bidder shall submit, for the purposes of proposal evaluation, a minimum of three (3) references of similar services provided. Optional: Add any additional requirements such as photos, samples, etc. or evident that needs to be included in the bid proposal.

D. FINANCIAL PROPOSAL BID FORM

Financial Proposal Bid Form is Attachment 3 in this IFB 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 above in Paragraph B – Proposal Format and Content.

E. ELECTRONIC SUBMISSION / ELECTRONIC SIGNATURES

1. Due to Covid-19, the District is unable to accept Bid Proposal via Postal mail. BID PROPOSAL MUST BE SUBMITTED BY EMAIL TO IFB@OCFAIR.COM.

2. The District permits the use of eSignatures in conducting District Business. The District will accept bids, proposals, quotes, and offers with eSignatures at its sole discretion. The use of eSignatures is permitted and shall have the same force and effect as the use of a “wet” or manual signature if the following criteria are met:

- a. The eSignature is unique to the person using it.
- b. The eSignature is capable of verification.
- c. The eSignature is under the sole control of the person using it.
- d. The eSignature is linked to the data in such a manner that if the data is changed after the eSignature is affixed, the electronic signature is invalidated.

PART VIII FORMS

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

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

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

ALL FORMS MUST BE COMPLETED UNLESS NOT APPLICABLE

<u>Document</u>	<u>Document Name/Description</u>
_____ Attachment 1	Bidder/Contractor Status Form (2 Pages) (Must include Corporate Resolution if Bidder is a Corporation) – <u>Must be submitted</u>
_____ Attachment 2	Technical Proposal – <u>Must be submitted</u> (3 References)
_____ Attachment 3	Financial Proposal Bid Form (2 Pages) – <u>Must be submitted</u>
_____ Attachment 4	Bidder Declaration, GSPD-05-105 - <u>Must be submitted</u> (List all subcontractors)
_____ Attachment 5	Darfur Contracting Act Certification <u>Must be submitted</u>
_____ Attachment 6	Iran Contracting Act Verification Form <u>Must be submitted (if over \$1,000,000)</u>
_____ Attachment 7	DGS PD 843 DVBE Declaration (if applicable) https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf
_____ Attachment 8	OSDS Small Business Certification (if applicable) https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx

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
Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – GTC 4/17 – General Terms & Conditions
Exhibit D – CCC 4/17 – Certification
Exhibit E – Insurance Requirements
Exhibit F – Megan’s Law Screening & Certification
Exhibit G – Uniform and ID Procedures & Certification
Exhibit H – Additional Terms and Conditions
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure Guidelines
Exhibit J – Addendum(s) and RFI(s) – if applicable

ATTACHMENTS (1, 2, 3, 4, 5, 6)

ATTACHMENT 1
BIDDER/CONTRACTOR STATUS FORM

IFB # MER-02-22

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 should 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

**ATTACHMENT 1
BIDDER/CONTRACTOR STATUS FORM**

IFB # MER-02-22

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 IFB? _____ 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 IFB 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 IFB, the bid will be rejected as non-responsive.

**ATTACHMENT 2
TECHNICAL PROPOSAL**

IFB # MER-02-22

Page 1 of 1

BIDDER REFERENCES

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Email Address:

Brief Description of Service Provided:

REFERENCE 2

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Email Address:

Brief Description of Service Provided:

REFERENCE 3

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Email Address:

Brief Description of Service Provided:

**ATTACHMENT 3
FINANCIAL PROPOSAL BID FORM**

IFB # MER-02-22

Page 1 of 2

The “Financial Proposal Bid Form” will be used to determine the “not to exceed” amount of the contract. The District only to be billed for actual services provided.

DO NOT MODIFY THE FORMAT

**June 1, 2022 – May 31, 2024
(With three (3) one (1) year Option Years)**

The “Financial Proposal Bid Form” will be used to determine the “not to exceed” amount of the contract. District only to be billed for actual services provided.

Contract Term: June 1, 2022, through May 31, 2024, with three (3) one (1)-year options.

The contract term June 1, 2022, through May 31, 2024, with three (3) one (1)-year options does not reflect the actual event dates. The event schedule varied each year. The OC Fair is taken place from mid-July through Mid-August of every year. The District will release event schedule at least 30 days prior to first sale is taken place.

The price quote shall be inclusive of wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel, emission, surcharge, or any other related services and fees required. The District shall not be billed for any costs that were not specifically included in the contract.

- a. Bidder's fee shall be quoted as a commission percentage of net merchandise sales. “Net merchandise sales” equals gross merchandise sales minus seven and half percent (7.75%) sales tax.
- b. Quotes shall be itemized by Venue location below.

VENUE	2022 Commission %	2023 Commission %	2024 Commission% (Option Year)	2025 Commission % (Option Year)	2026 Commission % (Option Year)
The Hangar					
The Pacific Amphitheatre					

**ATTACHMENT 3
FINANCIAL PROPOSAL BID FORM**

IFB # MER-02-22

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 Merchandising Sales, 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: _____ FID # _____

Contractor's Address: _____

Contractor's Signature: _____ Date: _____

Print Name: _____ Title: _____

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

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

BIDDER DECLARATION – Attachment 4

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:** _____

BIDDER DECLARATION Instructions – Attachment 4

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

**ATTACHMENT 5
DARFUR CONTRACTING ACT**

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

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

1. _____ 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

2. _____ 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

3. _____ 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>	

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

ATTACHMENT 6
IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)

Page 1 of 2

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

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

OPTION #1 - CERTIFICATION

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

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

ATTACHMENT 6
IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)
Page 2 of 2

OPTION #2 – EXEMPTION

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

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

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

SAMPLE OF CONTRACT

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

R _____ A _____ F _____

AGREEMENT NUMBER

Contract 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

Contractor Name

2. The term of this Agreement is: 00/00/2021 through 00/00/2021 **FED ID:**

3. The maximum amount of this Agreement is: **\$00,000.00**

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 – To provide radio rentals for the OC Fair & Event Center	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5-6
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 7-10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 - 14
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 15 - 17
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 - 21
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 22 - 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26
Exhibit J – Addendum(s) and RFI(s) (If applicable)	

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 Name

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Signer’s Name and Title

CONTRACTOR BUSINESS ADDRESS

Contractor Address, phone: email:

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

Contractor Name
Contract Number
PAGE 31 of 56

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Contract Manager Name and Title
Phone Number (714) 708-

Contractor's Name
Contractor's contact name
Phone number and email

(If applicable) The District's Invitation For Bid (IFB) for (Service Name) released (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.

(If applicable) The Contractor proposal for (Service Name) dated (submission 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.

SCOPE OF WORK

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>

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to 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

ADD PAYMENT RATES IF ANY

-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:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

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.

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:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- 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.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

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 Sweat free 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.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- 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 3

California Fair Services Authority #21-11

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for 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, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 - 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 - 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 - 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

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

Company/Organization Name: _____

Contact Name: _____ Contact Telephone : _____

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

Other/Explanation if Needed: _____

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

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s 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 OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, 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 & Event Center

Megan's Law Screening Listing

[illegible]

Page 45 of 56

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 3

PROCEDURE FOR: Uniforms for Contractors and their Employees.

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

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

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 3

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

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

Purpose: To ensure all contractors and their employees are properly wearing required identification.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. 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.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 3 of 3

By signing this form, the bidder has read and understood OC FEC'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.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

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

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

3. SITE ACCESS

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

4. INSURANCE

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.

5. WORK PERMIT LAW

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

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

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

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. 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.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

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

17. NON-EXCLUSIVE AGREEMENT

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

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.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, 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.

20. 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.

21. 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, per 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.

22. 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.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFAIR grounds.
- d. Do not dispose of any construction material or project waste on OCFAIR grounds or in OCFAIR containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. 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.

26. 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.

27. SUBCONTRACTING

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

28. FIRE REGULATIONS

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

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

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.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

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.

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

Page 3 of 3

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 _____, 20____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

End IFB: MER-02-22