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Rev. 10/21/20

REQUEST FOR OFFER

RFO #: Janitorial Supplies

**For: OC Fair & Event Center
88 Fair Drive, Costa Mesa, CA 92626**

JANITORIAL SUPPLIES

RFO Release Date: Monday, February 27, 2023

PURCHASE ORDER TERM: April 1, 2023 through March 31, 2025 with three, one-year options (4/1/2025-3/31/2028)

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

Read the attached document carefully. The RFO due date is March 20, 2023, 11:00 a.m. Responses to this RFO and any required copies must be submitted by email to IFB@ocfair.com

Request for Offer

General Information

Purpose and Background

The OC Fair & Event Center is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association, 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 District is used throughout the year for both public and private events, and educational and community activities. The District 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 District features 157,000 square feet of unique event space including 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 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 Foot print.

The OC Fair, one of the most anticipated community events in Orange County, is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Sunday. The very first Orange County Fair was held in 1890.

The Pacific Amphitheatre is used periodically throughout the year for live performances and events, and is 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.

Imaginology takes place annually in April over a two-day period. 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.

The District manages and operates a seven-acre equestrian center (EQC) onsite that is used by private boarders and trainers. The EQC features barns, riding arenas and other facilities that support the equine community.

Request for Offer

1. Key Dates

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

<u>Event</u>	<u>Date:</u>
A. Release of RFO	Monday, February 27, 2023
B. Questions Due (All questions must be submitted to IFB@ocfair.com)	Wednesday, March 13, 2023
C. Answers	Thursday, March 14, 2023
D. Bid Submission Due (Bid proposal must be email to IFB@ocfair.com)	Friday, March 20, 2023, 11:00 a.m.
E. Proposed Bid Award	Saturday, April 1, 2023

2. Documents Included in This RFO

- A. Attachment A (Post Consumer Certification and Requirements)
- B. Attachment B (Excel Spreadsheet Product List/Financial Proposal Bid Form)
- C. Attachment C (Covid-19 Infection Mitigation Protocol & Procedure Guidelines)
- D. Attachment D (Megan's Law Certification)
- E. Attachment E (Resume - List of 3 References)
- F. Sample of STD 65, PO
- G. Insurance Requirements

3. Bid Proposals must include the following Documents

- A. Attachment A (Post Consumer Certification and Requirements)
- B. Attachment B (Bidders to use Excel Spreadsheet Product List/Financial Proposal Bid Form – No Exceptions)
- C. Attachment C (Covid 19 Guidelines and Mitigation)
- D. Attachment D (Megan's Law Certification)
- E. Attachment E (3 References List)

Failure to submit the above documents will result in disqualification.

4. RFO Response Requirements

This RFO and the offeror's response to this document will be made part of the ordering department's *STD.65, Purchase Order* and procurement contract file.

5. Award

Award resulting from this RFO will be based on lowest responsive bid.
Responses to this RFO will first be reviewed for responsiveness to the all requirements.

6. Cancellation

The District may cancel the entire proposal or a specific order at any time with or without cause. The District shall not be billed for any products that were not ordered and approved by District management.

7. Change of Product.

Vendor must obtain prior approval from District to alter or change any "pre-bid" product during the entire purchase order term.

Request for Offer

SCOPE OF WORK

Scope and Description

- Provide janitorial supplies and dispensers to the OC Fair & Event Center for Fair time and year-round.
- During the Product Evaluation period last December, the OC Fair & Event Center established three (3) manufactures that will be accepted for bidding:
 - Georgia Pacific
 - Tork
 - KC
- See Financial Document for quantities.

Scope of Work:

1. **General**

a. Postconsumer Requirements

All *specifications* must meet Cal Recycle postconsumer content requirements. (See Attachment A – Postconsumer Certification and Requirements)

b. See attachment for Product List for price offer. (Attachment B)

2. **Deliveries:**

Deliveries shall take place on an “as-needed” basis. From July to mid-August, deliveries are typically requested on a weekly basis. The District will require next day delivery on products and occasionally same day or weekend delivery if product runs low. The number of deliveries and the product needed is an estimate. The District does not guarantee the number of deliveries or the amount of product that will be purchased. Delivery time and product availability are essence during Fair Time. Vendor must ensure all demands are met.

3. **Pricing:**

Quotes are inclusive of all wages, allowances, supervision, insurance(s), material, labor, emission, certificate, license, equipment, delivery-pick up, transportation, fuel, or any other related services required. The District shall not be billed for any costs that were not included and articulated in the Purchase Order. The District will not consider price increase after the RFO is awarded.

Note: The District will apply the appropriate sales tax at the time of purchase. The proposed price should not include sales tax.

4. **Submission Requirements**

- a. By submitting an offer, it is implied that all terms and requirements of the District are accepted by the vendor.
- b. Vendor must be willing to accept checks.
- c. Vendor must complete and return all attachments as specified above.

5. **Payment Terms:**

As a State Agency, the District is not permitted to make payments in advance of services rendered. By submitting an offer, Vendor understands and agrees to the payment terms as specified by the District. Payment terms are to be Net 30 upon satisfactory completion of each janitorial supply order. Satisfactory completion of the order consists of receipt of all items ordered as specified on the requisition; as well as, the receipt of a proper invoice after the order has been filled. Payments will be made by check. The District may utilize a Visa card as a method of payment in case of emergency. Invoices shall be e-mailed to AP@ocfair.com or mailed to **OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Dr., Costa Mesa, CA 92626.**

Request for Offer

6. Gifts or Gratuities:

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

7. Megan's Law Certification:

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

8. Insurance Requirements:

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

9. Quantity

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

10. Non-Inclusive

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

11. Contract Limit

Contractor to keep a log of total expenditure and shall not exceed the contract agreement without approval from District.

12. Orders

Contractor must be able to keep large quantity of stock in inventory, not on the OC Fair & Event Centers grounds, during Fair Time to meet the demands.

13. Products

Vendors to give price offer base on products as provided on the product list (Attachment B). No other alternative products will be considered. The District only accepts three pre-approved products, 1. Georgia Pacifica, 2. Tork, 3. KC

14. Resume

Vendors to include a list of three references of those the vendors provided similar products and quantity.

15. Covid-19 Infection Mitigation Protocol & Procedure Guidelines

Vendor must sign and return with the Bid Proposal

16. Dispensers

It is the responsibility of the Winning Bidder to replace all dispersers to fit their products at no extra charge to the District.

Request for Offer

SAMPLE OF ATTACHMENT B – PRODUCT LIST

Example of Fair Time Usage (July-August)

Item		Number of Cases	Number of Units/Rolls
Multi-fold Paper Towel		200	16 packages per case
Paper Towels		1280	Cases (6 rolls per case)
Seat Covers 1/2-Fold		153	Cases. 250 sheets per pack, 20 packs per case
Toilet Paper		700	500 sheets. 96 per case
Wax Liner		100	500 packs per case
24" x 33" Liners		150	1000 packs per case
36" x 60" Liners		1200	100 packs per case
43" x 48" Liners		400	1000 packs per case
36" x 87" Sleeves (Roll Sleeves)		200	75 rolls per case
36" x 60" Clear Liners		400	Cases. 150 packs per case
Foam Soap		500	1 Liter per case 6 bags (Liter per case)
O Tone Hand Soap		120	4 Gal per case, 1Gal (128FL OZ) (3.78 L)

Example of Year-Round Usage

Item		QTY	Number of Cases
Multi-fold Paper Towel		150	16 packages
Paper Towels		600	Cases (6 rolls per case)
Seat Covers 1/2-Fold		120	Cases. 250 sheets per pack, 20 packs per case
Toilet Paper		400	500 sheets per pack, 96 packs per case
Wax Liner		100	500 packs per case
24" x 33" Liners		100	1000 packs per case
36" x 60" Liners		500	100 packs per case
43" x 48" Liners		300	150 packs per case
36" x 87" Sleeves		150	75 rolls per case, 75 Sleeves per roll
36" x 60" black Liners		200	Cases. 150 packs per case
Foam Soap		420	1 Liter per case 6 bags (Liter per case)

Request for Offer

O Tone Hand Soap		120	4 Gal per case? Yes, 1Gal (128FL OZ) (3.78 L)
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17. DVBE Incentive and Small Business Preference.

A. 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

B. 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

Request for Offer

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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx> . To receive your hard copy form by mail, email osdshelp@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 osdshelp@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)
707 3rd Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74 (Revised 4/07 for State Agencies)

To be completed by the State agency	
State Agency: 32 nd District Agricultural Association dba OC Fair & Event Center	
Purchasing Agent: Kelly Vu	RFO #:JS-01-21
Phone: (714) 708-1719	E-mail: kvu@ocfair.com

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Address	Phone
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[illegible]

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

(See footnotes on the back of this page.)

Attachment A – Postconsumer Certification and Requirements

Footnotes

1. “Postconsumer recycled-content material” is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. “Product category” refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter “N/A.” Common “N/A” products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (1))

Code	Product Categories	Product Examples <i>Examples are inclusive but are not limited to the individual product.</i>	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.

For additional information, please visit www.ciwmb.ca.gov/BuyRecycled/StateAgency/

Attachment C
RFO # JS-01-21

EXHIBIT V - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

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

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

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

Attachment D
RFO # JS-01-21
MEGAN'S LAW SCREENING & CERTIFICATION

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

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

Company/Organization

Name: _____

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

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

Other/Explanation if

Needed: _____

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

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

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

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

Company/Organization Representative's Signature

Title of Representative

Printed Name

Date

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

Megan's Law Screening Listing

[illegible]

Please duplicate this listing sheet if additional space is required

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

Attachment E
RFO # JS-01-21

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:			

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV. 7/2003)

CONTRACT REGISTRATION NUMBER		AGENCY ORDER NUMBER 50117	AMENDMENT NO.
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.		DATE 11/2/2020	PAGE OF PAGE 1 1
S H I P 32nd DAA - OC Fair & Event Center 88 Fair Drive Costa Mesa, CA 92626		B I L L OC Fair & Event Center Attn: Accounts Payable 88 Fair Drive Costa Mesa, CA 92626	
T O		AGENCY BILLING CODE 02032 PURCHASING AUTHORITY NUMBER 0000000 LEVERAGED PROCUREMENT AGREEMENT NO.	

TO
SUPPLIER ADDRESS
Sample
2020 Dodger Lane
Los Angeles, CA 90000

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER

AGENCY OR BUYER INFORMATION

AGENCY TRACKING/REQUISITION NUMBER (Optional)

AGENCY NAME

CONTACT NAME

32nd DAA

Kelly Vu

CONTACT E-MAIL ADDRESS

Purchasing@ocfair.com

CONTACT PHONE NUMBER

CONTACT FAX NUMBER

(714) 708-1557

(714) 708-1876

SUPPLIER CONTACT NAME SUPPLIER PHONE NUMBER SUPPLIER FAX NUMBER SUPPLIER E-MAIL ADDRESS

PAYMENT TERMS CERTIFICATION NUMBER ☐ Certified Small Business ☐ Certified Microbusiness EXPIRATION DATE ☐ Certified DVBE EXPIRATION DATE

REQUIRED DELIVERY DATE SHIPPING INSTRUCTIONS ☐ F.O.B. Destination FRT. PPD ☐ F.O.B. Destination FRT. PPD/ADD Freight not to exceed cost stated on P.O. ☐ F.O.B. ORIGIN CITY OF ORIGIN STATE ZIP CODE

ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE or PRODUCT CODE or SERVICES ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	UNIT PRICE	EXTENSION TOTAL
1	1	EA	SER		SAMPLE	1,000.00	1,000.00

A-1 <input checked="" type="checkbox"/> General Provisions are incorporated herein by reference to: <input checked="" type="checkbox"/> Form GSPD - 401 Non-IT Commodities (revision date <u>6/8/2010</u>) OR <input type="checkbox"/> Form GSPD - 401 IT (revision date _____) <input type="checkbox"/> ATTACHED OR <input checked="" type="checkbox"/> Published at website: www.dgs.ca.gov/pd		TAXABLE SUBTOTAL	1,000.00
A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text. B <input type="checkbox"/> Agency Special Provisions are attached and titled _____ C <input checked="" type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.		TAX RATE	SALES TAX
PROCUREMENT METHOD <input type="checkbox"/> COMPETITIVE: Solicitation Number (if applicable) _____ <input type="checkbox"/> LEVERAGED <input type="checkbox"/> DVBE / SMALL BUSINESS [GC 14838.5(a)] <input type="checkbox"/> NON-COMPETITIVELY BID <input type="checkbox"/> EXEMPT		* NOTE: If there are variable charges for Installation, Shipping or Freight, or Other Non-Taxable Services, detail per line item and enter total here.	
PROGRAM / CATEGORY (Code and Title) FUND TITLE VERIFIED NO STATE SURPLUS AVAILABLE <input type="checkbox"/> YES <input type="checkbox"/> NO PAID BY CAL-CARD <input type="checkbox"/> YES <input type="checkbox"/> NO		* INSTALLATION * SHIPPING/FREIGHT * OTHER NON-TAXABLE	
ITEM CHAPTER STATUTE FISCAL YEAR OBJECT OF EXPENDITURE (CODE AND TITLE)		GRAND TOTAL 1,000.00	

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.		UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER	
AUTHORIZING NAME (Print or Type)		ADJUSTMENT INCREASING ENCUMBRANCES	
TITLE		ADJUSTMENT DECREASING ENCUMBRANCES	
AUTHORIZING SIGNATURE		CERTIFIED CORRECT (SIGNATURE)	

DISTRIBUTION: Copy 1 - Supplier; Copy 2 - DGS Procurement; Copies 3 - 6 Agency Procurement File

INSURANCE REQUIREMENTS

(revised effective January 1, 2022)

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 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; 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.