

Rev. 3/23

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

**MANAGEMENT, OPERATIONS & MAINTENANCE  
OF THE EQUESTRIAN CENTER FACILITY**

**HIGH SCORE**

**REQUEST FOR PROPOSAL**

**RFP NUMBER: MOEQC-01-23**

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

**Date Issued: Monday, December 4, 2023**

**MANDATORY WALK-THROUGH – Tuesday, January 9, 2024, at 10:00 a.m.**

**Bids must be received no later than Thursday, February 22, 2024, by 11:00 a.m.  
Clearly marked with the following:**

**Management, Operations & Maintenance of the Equestrian Center Facility**

**RFP Number MOEQC-01-23**

**PROPOSALS MUST BE SUBMITTED BY EMAIL TO [RFP@OCFAIR.COM](mailto:RFP@OCFAIR.COM) via  
“WETRANSFER.COM”**

**Contact Person: Kelly Vu**

**Email: [RFP@ocfair.com](mailto:RFP@ocfair.com)**

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

**Prospective bidders to send email request to [RFP@ocfair.com](mailto:RFP@ocfair.com) to receive notification/communication.**

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

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## PART I

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### DEFINITIONS

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

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## PART II

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### GENERAL INFORMATION

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

The Board of Directors of the 32nd District Agricultural Association is releasing this RFP with the intent to award a contract for the purpose of the Management, Operations & Maintenance of the Equestrian Center Facility in accordance with the Scope of work listed in this RFP and as directed by the District, from April 15, 2024 – April 14, 2034 for ten (10) years, with one (1) ten (10) year option to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory contract performance is required. Extensions may involve renegotiation of terms and conditions.

#### B. BIDDER RESPONSIBILITY

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

To be considered qualified, Bidders are required to attend a mandatory walk-through of the equestrian center on **Tuesday, January 9, 2024, at 10:00 a.m.** All Bidders who want to attend the walk-through should RSVP, no later than 48 hours before the walk-through, by email to: [ocfequestrian@ocfair.com](mailto:ocfequestrian@ocfair.com). Check-in location is in the Equestrian Center office located near the Gate 9 entrance off of Arlington Drive. All Bidders must sign-in at the walk-through. Oral responses to questions addressed at the walk-through will not be binding on the District. No questions should be asked to boarders or users of the property during the walk-through. All requests or questions for the District must be submitted in writing, via e-mail by Tuesday, January 16, 2024, by 5:00 p.m. as stated in the tentative schedule on the next page (5). Proposals will be deemed non-responsive from Bidders who do not attend the walk-through.

Should weather or other uncontrollable circumstances/events prevent the mandatory walk-through from taking place on Tuesday, January 9, 2024, at 10:00 a.m., Bidders will be notified regarding the cancellation, and the alternate date of Wednesday, January 10, 2024, at 10:00 a.m. will be held at the sole discretion of the District.

#### C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to the closing time and by email\* to [RFP@ocfair.com](mailto:RFP@ocfair.com) via **wetransfer.com**.

Failure to meet these requirements will result in an unaccepted proposal.

#### D. CONTRACT AWARD

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

Lowest Proposer's (Revenue Sharing from Percentage) divided by other proposal (factor) X  
maximum cost points = cost points for other proposer

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

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to the Board of Directors of the 32<sup>nd</sup> District Agricultural Association awarding a contract, the District shall post a "Notice of Proposed Award" on the OC Fair & Event Center website for five (5) working days. In addition, an email containing a link to the notice will be emailed to each Bidder.

A contract award is not final until:

- The time for posting notice of award has expired;
- Protests filed, if any, have been withdrawn or rejected by the Department of General Services.
- It is approved by the District Board of Directors during a public meeting. The District Board of Directors, in its sole and absolute discretion, may decide not to approve any contract following the RFP process and the District shall have no obligation to reimburse any Bidder for any costs of fees incurred as a result of this RFP.

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

## **E. TENTATIVE SCHEDULE**

RFP Released	Monday, December 4, 2023
<b>Mandatory Job Walk – 10:00 a.m.</b>	<b>Tuesday, January 9, 2024</b>
**Questions Due via Email	Tuesday, January 16, 2024, by 5:00 p.m.
Answers Sent to All Bidders via Email	Wednesday, January 24, 2024
<b>Proposal Deadline</b>	<b>Thursday, February 22, 2024, by 11:00 a.m.</b>
Scoring	Monday, February 26, 2024
Presentations/Interviews	Thursday, February 29, 2024
Notice of Proposed Award	Tuesday, March 5, 2024
Protest Deadline	Tuesday, March 12, 2024
Board Approval of RFP Award	Thursday, March 28, 2024
Proposed Contract Commences	Monday, April 15, 2024

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

\* The mandatory walk-through is to give Bidders a further understanding of the facility and facility requirements. It is not a time for technical questions relating to the RFP. Plan at least two (2) hours for the walk-through. Comfortable walking shoes are recommended. Upon completion of the walk-through, Bidders should respectfully return to their vehicles and leave the venue so current boarders and clients may enjoy their current use of the property.

\*\* All questions are to be submitted in writing and email to [RFP@ocfair.com](mailto:RFP@ocfair.com) by the date and time specified above. All Bidders will be sent email notification when questions and answers are posted on the District's web site. No RFP related questions will be answered following 5:00 p.m. on **Tuesday, January 16, 2024**.

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

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

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

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

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

## H. SMALL BUSINESS PREFERENCE

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

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

**If Bidder is claiming the 5% small business preference, a copy of Bidder's OSDS Small Business Certification should be submitted with the proposal (This certificate can be obtained here: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>)**

Non-small business Bidders may be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsible non-small business Bidder includes notification that it commits to subcontract at least twenty five percent (25%) of its net bid price with one or more small businesses. Bidder must submit a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractor's name, address, phone number, description of work to be performed and dollar amount of percentage for each subcontractor.

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

## **I. INSURANCE**

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, as outlined in Section C, Exhibit E – Insurance Requirements. The Certificate of Insurance shall be furnished to the District fifteen (15) days prior to contract start date. The certificate must include the following, unless the Bidder is on the Division's or CFSA's Master Insurance Certificate List:

- Evidence of authorized insurance for the term of the contract, which includes setup and teardown;
- A 30-day cancellation notice;
- The District's name and address shown as the certificate holder; and
- The additional insured paragraph exactly as stated below:

**"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."**

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

## **J. PRE-CONTRACTUAL EXPENSES**

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

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

## **K. SIGNATURE**

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

## **L. PRE-AWARD AUDIT**

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

## **M. SINGLE PROPOSAL RESPONSE**

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

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

the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

**N. NON-ASSIGNMENT**

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

**O. LOSS LEADER**

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

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

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

**Q. POST AWARD DISPUTES**

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

- i. 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.
- ii. "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.
- iii. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.



### **RULES GOVERNING COMPETITION & TECHNICAL EVALUATION**

#### **A. RFP REQUIREMENTS AND CONDITIONS**

##### **1. Resulting Contract**

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

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

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

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

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

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

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

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

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

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

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

#### **4. Definitions**

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

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

#### **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, Sections C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP as listed in Part VII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.
- The bidder is not eligible to do business in California.
- It is incomplete and/or unsigned.

A proposal may be rejected if:

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

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

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

#### **7. Protests**

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

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

Business Services Department  
Attention: Business Services Supervisor  
88 Fair Drive  
Costa Mesa, CA 92626  
Email: [RFP@ocfair.com](mailto:RFP@ocfair.com)

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

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

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

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

## **B. OTHER INFORMATION**

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

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

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

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

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

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

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

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

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## PART IV

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### HISTORY & GENERAL INFORMATION

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 7.5 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. The equestrian center facility boundary is absolute.

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## PART V

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### STATEMENT OF WORK (SOW) TO BE PERFORMED

The District is soliciting Bids for the Management, Operations & Maintenance of the Equestrian Center Facility. The Agreement term for these services shall be for ten (10) years, beginning April 15, 2024 – April 14, 2034, with one (1) ten (10) year option to renew. This part describes the work to be performed by the Bidder who is awarded the contract and contains terms and conditions which will be deemed incorporated and become a part of any contract awarded pursuant to this RFP. All terms and conditions are fixed and non-negotiable.

#### **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

#### **A. Minimum Qualification:**

The Bidder must have demonstrated experience within the last fifteen (15) years in the management, operation, and maintenance of an equestrian center or the management, operation, and maintenance of a facility that, in the sole discretion of the District, is similar in nature or would provide the bidder with the breadth, depth and similar skill set necessary to operate, manage and maintain an equestrian center. Experience does not have to be consecutive.

The Bidder must provide a complete record of employment, and/or history of an equestrian center business or a similar service detailing years in business, amount of relevant experience (breadth, depth, and length), to be verified and supported by references, letters and other necessary evidence from all employers and/or public agencies, financial institutions and business references.

#### **B. Scope of Work:**

##### **PURPOSE AND BACKGROUND**

The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California. The 32<sup>nd</sup> District Agricultural Association (“District”) is seeking a highly qualified Bidder with the demonstrated capacity, experience, and financial resources to manage, operate and maintain the equestrian center facility, and make improvements as needed. The management, operation and maintenance of the equestrian center includes providing all services, equipment and related amenities relevant to the operation of the equestrian center. The selected Bidder is responsible for providing equipment and/or supplies needed to maintain the equestrian center. NO District equipment (including heavy equipment such as tractors, carts, water trucks, forklifts, etc.) will be provided, rented or loaned to selected Bidder. The equestrian center may require future capital investment in order to continue to provide a safe and enjoyable experience for all patrons of the facility. The selected Bidder must be responsible for providing all services and submitting all required documents identified in Part X. Bidders are responsible for making all necessary investigation and examination of the RFP documents, operations, and premises affecting performance of the proposed agreement. Failure to do so will not act to relieve any conditions of the Sample Agreement or specifications that are required in this RFP. It is mutually agreed that the

submission of a proposal will be considered conclusive evidence that the Bidder has made such investigations and examinations.

#### Background

Since 1979, the District has offered an opportunity for equestrian enthusiasts to board and train horses on the fairgrounds as well as provide facilities for horse shows. Approximately 7.5 acres (comprised of office, restrooms, facility operations yard [behind office], stables, arenas, grass/picnic areas, etc.) is dedicated to equestrian use. From 2004 to 2022, the equestrian center facility was managed and operated by an outside contractor. Beginning January 1, 2023, to present, OC Fair staff has been managing the facility with a service provider contracted to perform daily feeding of horses, box stall cleaning and arena maintenance. The current service provider is under no obligation to continue services for selected Bidder.

#### Master Site Plan

The OC Fair & Event Center Board of Directors has recently engaged in master planning of the facilities and grounds for the next 10 years. The plan includes the expansion of the administration building, the addition of an exhibit building, new public restroom facilities, etc. The first phase of the master site plan was approved at the January 26, 2023 OC Fair Board meeting and the power point presentation can be found here: <https://ocfair.com/public-information/ocfec-facilities-information-2/>. No changes to the existing uses at the equestrian center were contemplated or proposed.

#### Setting

The portion of the fairgrounds that is available for the operation of an equestrian center is indicated in the following description: Equestrian center measuring approximately 7.5 acres on the Northeast section of the fairgrounds (**EXHIBIT A**). The equestrian center facility boundary is absolute.

A map identifying the equestrian center is provided attached hereto and incorporated herein. The boundaries are absolute and no part of the equestrian center may exceed these boundaries without the prior written consent of the District.

Major access to the area is provided by the Costa Mesa Freeway (State Route 55), Newport Boulevard, Fair Drive and Fairview Avenue. The fairgrounds is also located in close proximity to the San Diego Freeway (Interstate Freeway 405).

The OC Fair & Event Center is surrounded by other major public facilities, including the Costa Mesa City Hall/Civic Center, Vanguard University and Newport Mesa Christian Center to the south across Fair Drive; Orange Coast Community College to the northwest across Fairview Avenue; and Costa Mesa High School, Davis School, and TeWinkle Park to the north across Arlington Drive. Single family residential neighborhoods surround the fairgrounds vicinity.

#### Services, Programs and Activities

The equestrian center functions mainly as a boarding and training facility, with multiple disciplines such as Hunter/Jumpers, Dressage, Vaulting, Western Trail, etc. While it is the desire of the District for the selected Bidder to retain current renters, it will be at the sole discretion of the selected Bidder to do so.

#### Existing Equestrian Center Structures/Amenities (**EXHIBITS B and C**)

- 137 Box Stalls (12x12) with mats, waterer, feeder, light, fly spray and smoke detector
- 13 Double Stalls (12x24) with mats, waterer, feeder, light, fly spray and smoke detector
- 42 Tack rooms (12x12) with smoke detectors
- 22 Lockers (4 different sizes)
- Wash Racks with 2 cross ties
- Shoeing Rack with 3 cross ties
- 3 Hot Walkers - 43.3' x 42.4' (approximate sizes)
- 62 Cross Ties with mats
- 4 Main Arenas (approximate sizes)
  - Mesa (Arena #1) - 258.4' x 154.3'
  - Orange (Arena #2) - 218.3' x 156.2'

- Arlington (Arena #4) - 198.1' x 137.6'
  - Dressage (Arena #5) - 154.6' x 66.1'
- 2 Turn Outs (approximate sizes)
  - Arena #3 - 176.8' x 61.2'
  - Arena A - 95.8' x 49'
- 4 Round Pens (approximate sizes)
  - B - 93'Ø
  - C - 45.9'Ø
  - D - 51.8'Ø
  - E - 46.1'Ø
- Storage Areas (approximate sizes)
  - EQC Shop/Storage - 56' x 28'
  - Storage #1 (covered) - 22' x 26'
  - Storage #2 - 20' x 26'
  - Storage #3 (covered) - 12' x 25'
  - Storage #4 - 22' x 20'
- 17 Light towers (equipped with timers)
- 49 Vehicle Parking Spots (including 2 handicap stalls)
- 15 Staff Vehicle Parking Spots
- Trailer Parking Spots
  - 13 Small (2-3 horses)
  - 3 Large (3+ horses)
- Landscaped Grass Area for visitor seating (516 feet x 31 feet). In addition to the grass area, the equestrian center property has the following established trees: **(EXHIBIT D)**
  - 32 Ficus
  - 6 Chinese Elm
  - 1 Jacaranda Tree
  - 2 Eucalyptus
  - 2 Sycamore Trees
  - 11 Palm trees (various types)
  - 1 Pepper Tree
  - Various Shrubs
- Barns equipped with Automatic Fly Spray System
- Smoke Detectors/Fire Alarm System **(EXHIBIT E)**
- Restrooms
  - Women: 3 stalls, 2 sinks, and 2 showers
  - Men: 1 stall, 2 urinals, 2 sinks and 2 showers
- EQC Office (approximately 650 sq. ft.)
  - 2 private offices
  - Lobby area
- Gate 9 – Automatic gate with programmable keypad entry
- Picnic Area with 5 picnic tables
- The District currently includes a link to the Equestrian Center webpage under the “Public Information” tab. The District will include link to Selected Bidder’s website under “Public Information” tab.

As of the release of this RFP current occupancy is as follows (date: 12/4/2023):

Type	Occupied	Vacant*	Total
Box Stalls:			
- 12x12	77	58	137
- 12x24	10	3	13
Tack Rooms 12x12	36	6	42
Lockers:			
- Small	7	7	14
- Big	5	1	6



- K/L Barn, Small	1	0	1
- K/L Barn, Large	1	0	1
Trailer Parking:			
- Large	3	0	3
- Small	9	4	13

\* Move in of new client pending in mid-December (10-12 x 12 stalls, 2-12x12 tack rooms, and 2 small trailers)

#### Site Restrictions

For emergency purposes, the District will have control and access to the following in the equestrian center facility.

- F-10 Stall/Tack room for OCF supplies.
- Gate 9 ½ (interior property gate used for emergency access or large vehicle entry/exit as needed).
- AED (Automated External Defibrillator. Mounted on wall on the south side of EQC office back door.)

#### Impact of Annual Fair Operations, Year-Round Events Program, etc.

Selected Bidder acknowledges the existence of District's annual Fair operations and year-round events program. In addition, selected Bidder recognizes the District rents fairgrounds facilities and property outside of the equestrian center for the operation of other public and private events. Selected Bidder acknowledges these events and activities may present operational impacts to the equestrian center. District will make every effort to minimize operational impacts in order to ensure uninterrupted operations of the equestrian center. During the annual Fair, the District will provide, at its expense, security detail at Gate 9, for the 23-day run of the OC Fair (not including days when the fair is closed on Mondays and Tuesdays).

The District is a designated large animal rescue facility. A Letter of Understanding (LOU) exists between the County of Orange and the District and was intended to establish the use of District facilities during an Evacuation Order. Details for the LOU can be found in **EXHIBIT F**. The District shall notify Contractor during the event of an Evacuation Order.

NO camping/overnight stays allowed by staff, clients, service providers, etc., without the expressed written consent of the District; NO onsite housing provided or allowed.

Essential responsibilities of the selected Bidder for the management and operations of the equestrian center include, but are not limited to:

#### Facility Capacity

The selected Bidder must maintain no more than a maximum of 150 horses boarded. In the event the District determines that this maximum is exceeded, Bidder will be subject to a \$100 fee per day, per animal, when observed or reported by District staff.

#### General Equestrian Center Operations

The selected Bidder shall be responsible for the management, operation, and maintenance of the Equestrian Center at their own cost and expense, ensuring it is conducted competently and efficiently. The operations should adhere to industry standards in the equestrian sector and comply with the District's rules and regulations.

The following are typical tasks to be performed on a daily and/or regular basis:

- Cleaning, twice (2x) daily, of stalls occupied. Cleaning is defined as the removal of manure and contaminated bedding (urine, water or other foreign particles). Stalls should be completely stripped down to the base floor/mats when vacated.
- Feeding, twice (2x) daily, of horses boarded.
- Daily arena maintenance, including dragging and watering of all arenas twice (2x daily). Round pens will be maintained as needed. Pre/post storm preparation will be conducted, including sealing of arenas as necessary.

- Ordering and inventory management of feed and bedding purchased to service clients of the equestrian center.
- Regular removal/hauling of trash/manure/green waste from the facility.
- Regular cleaning of all the drains to ensure drains are free of debris and manure; stormwater management. (EXHIBITS G and H)
- Regular maintenance and repair of jumps as needed.
- Regular maintenance and/or replacement of stall mats in box stalls and community areas including wash racks and shoeing areas as needed.
- Regular inspection and repair of all existing gates, fences and panels as needed.
- Maintaining the landscape of the area including grass and established trees.
- Maintain, repair, and replace, all lighting, as needed.
- Maintain, repair, and replace existing feeders as needed.
- Maintain, repair, and replace existing automatic waterers as needed.
- Maintain, repair, and replace existing fly spray system as needed.
- Provide dust control throughout the facility, including arenas and round pens.
- Maintain all public walkways/aisleways/barn aisles free and clear of debris and manure.
- Regular cleaning of restrooms, picnic area and general visitor/public areas (janitorial).

#### Other Operating Responsibilities

Typical responsibilities of the selected Bidder for the operation of the equestrian center include, but are not limited to:

*Annual Arena Maintenance* – Once a year restoration of footing in all riding arenas.

*Administration/Management* – The selected Bidder must have administrative staff present on-site, no less than five (5) days per week in order to assist clients and their needs including but not limited to assisting with billing/collecting of rental fees/payments, feed changes, management of boarding agreements, and providing customer service for general inquiries received from clients, service providers and/or the public. The selected Bidder's Administration/Management staff will be required to submit monthly reports of gross receipts, in a format approved by the District, which reflects all income from boarding operations for which the selected Bidder receives fees or revenue ("Gross Income"). At the end of each operating year, January 1 to December 31, the selected Bidder will be required to submit a detailed income and expense statement for the previous year's operation. The District reserves the right to audit the monthly reports and annual income and expense report at its discretion.

*Boarding* – The selected Bidder must provide boarding services for a maximum of no more than 150 horses, to include daily cleaning of stalls, feeding of horses, arena maintenance, and General Maintenance, as outlined herein.

*Equine Care* – The selected Bidder must understand and comply with all laws, rules, regulations and guidelines in the care of horses. Programs of care must include, but not be limited to daily cleaning of stalls and fly control. The selected Bidder must have the ability to recognize signs of distress in horses and take appropriate actions to ensure the safety and well-being of the animals.

*Horse Trailer Storage* – The selected Bidder must ensure that any trailers stored at the equestrian center are specifically for the purpose of transporting horses only. NO storage of personal vehicles, camping trailers, storage containers, boats, or any other vehicle that is not part of the approved equipment/supply list provided to District to manage and operate the equestrian center is allowed on the property without prior consent from District.

#### Capital Improvements, Maintenance, and Repairs

The selected Bidder agrees to maintain the equestrian center in good and safe conditions at all times at its sole cost and expense. The term "maintenance", for the purpose of the agreement is defined as all repairs to real property improvements necessary to maintain the equestrian center facility in good condition and repair as to preserve them for their intended purpose for an optimum useful life. Selected Bidder shall also perform at its sole cost and expense any and all repairs to existing facilities, whether

structural or otherwise, if damaged as a result of use. Additionally, selected Bidder shall perform at its sole cost and expense, any Capital improvements. Capital improvements to structures or fixed assets is defined as alterations, additions, or replacement of the permanent structures or amenities fixed to the premises. Any maintenance, repairs and capital improvements must be performed in compliance with all federal, state, and local statutes, laws, rules, codes, regulations and ordinances. The California Construction Authority performed a Facility Condition Assessment on the fairgrounds which included the equestrian center. A summary of the EQC assessment (Zone 6) can be found in the 2020 Infrastructure Audit Report, which is accessible on the OC Fair website:

<https://ocfair.com/public-information/ocfec-facilities-information-2/>. The summary is being provided for informational purposes only.

The selected Bidder, to the satisfaction of the District, and at its sole cost and expense, shall keep and maintain the equestrian center and all landscaping and improvements of any kind that may be erected, installed, or made thereon in good condition and repair, making such repairs and replacements as appropriate or necessary. It shall be the selected Bidder's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair. Selected Bidder is responsible for all above ground maintenance of facilities (including fire alarm system, plumbing, electrical, lighting, carpentry, masonry, painting, cleaning, housekeeping and landscaping). The selected Bidder is responsible for providing equipment and/or supplies needed to maintain the equestrian center. NO District equipment (including heavy equipment such as tractors, carts, water trucks, forklifts, etc.) will be provided, rented or loaned to selected Bidder. The District will review with selected Bidder all maintenance and repair activity. Should selected Bidder fail, neglect, or refuse to undertake and complete any required maintenance, the District shall have the right to perform such maintenance or repairs. In this event, the selected Bidder shall promptly reimburse the District for the cost thereof; provided, however that the District shall first give the selected Bidder ten (10) days written notice of its intention to perform such maintenance and repairs. The District shall not be obligated to make any repairs to maintain any improvements on the premises. The selected Bidder hereby expressly waives the right to make any repairs at the expense of the District, and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code.

No structures, improvements or facilities shall be constructed, erected, altered, modified, demolished or repairs made without prior written consent of the District, which shall be given in its sole and exclusive discretion. All improvements constructed by selected Bidder within the occupied premises shall be constructed and maintained in strict compliance with District standards.

Approval by District of such plans and specifications, or any other approvals, shall be for scope and quality of work and shall not relieve selected Bidder of the obligation to construct and maintain facilities, or carry out any other obligations, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

Title to all improvements made to the premises during the term of the Agreement shall vest in the District and selected Bidder shall deliver said improvements, together with all buildings, structures, and other improvements constituting the premises to District at termination of this Rental Agreement in good condition and repair at least to the level as the facilities exist at inception of this Agreement, free and clear of all claims or liens to or against them by selected Bidder, or other parties, and selected Bidder shall defend and hold District harmless from all liability arising from such claims or from the exercise by District of its rights under this paragraph.

In the event any improvement or modification of the Premises are desired by the selected Bidder and consented to by the District in writing, then the selected Bidder agrees to make all such improvements or modifications at its sole cost and, in making any such improvement or modification, selected Bidder agrees to comply with any conditions specified by the District and all governmental requirements. Selected Bidder agrees to hold and save the District free and harmless from any and all expenses, liens, claims, charges or damages to property or any other person, which might arise by reason of the making of repairs, improvements or modifications.

### Utilities

The selected Bidder shall reimburse District for the cost of water/sewer and electricity usage based upon estimates for those facilities that are not individually metered by a utility service provider. The District has established a rate for electric usage, determined to be two-thousand seven hundred and fifty dollars (\$2,750) per month. The equestrian center has a water meter on a main water hydrant source (for a water truck). The District has established a rate for water/sewer usage, determined to be two-thousand five hundred dollars (\$2,500) per month. The selected Bidder will have the sole responsibility of payment to the District for a monthly total of five-thousand two hundred and fifty dollars (\$5,250) for water/sewer and electric usage. Rates will be reviewed and updated as needed on an annual basis. Selected Bidder is responsible for the cost of any and all phone and internet service to the premises. Phone and internet service will not be transferred nor provided by the District.

### Security Plan

The selected Bidder will be responsible, at its sole cost and expense, for maintaining supervision and security within the equestrian center facility. Due to NO housing on-site, Bidders must submit a Security Plan which details plans for security when management, administrative and/or operations staff are not on site i.e., overnight/graveyard. During the annual Fair, the District will provide, at its expense, security detail at Gate 9, for the 23-day run of the OC Fair (not including days when the fair is closed on Mondays and Tuesdays).

### Emergency Plan

The Bidder must submit an Emergency Plan prior to the commencement of the Agreement. The Emergency Plan must be available for staff and visitors to access. The Emergency Plan must include safety guidelines that meet all local Fire, Health, and Safety requirements.

### Rent to the District

To be considered responsive to this RFP, the Bidder must commit to paying a minimum monthly amount, which is determined as the greater of five thousand dollars (\$5,000 minimum guaranteed rent) OR the minimum of 10% of the total monthly gross receipts (minus monthly reimbursement in the amount of \$5,250 for utility expenses to the District), whichever is greater, including but not limited to each of the following:

- Horse Boarding;
- Horse Rentals;
- Feed sales;
- Shavings sales;
- Temporary Horse Boarding;
- Horse Training and Riding Lessons;
- Roping activities, lessons, trainings;
- Horse Clinics and Camps;
- Horse Trailer Storage;
- Sale of Equestrian Related Merchandise;
- Horse Shows
- Other goods and services rendered or supplied at the Equestrian Center.

As part of the proposal, Bidders who propose higher percentage rents for the gross receipts received from the categories indicated above will receive additional points in the evaluation process; the Monthly Minimum Rent percentages proposed must be in increments of one percent (1%). The monthly payment will be based on the proposed percentage X the actual gross receipts, or the guaranteed monthly rental, whichever is greater.

The selected Bidder must at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the District and public on or from the Equestrian Center.

### Conflicts of Interest

Selected Bidder shall not engage in the operation of another related business other than the management, operation and maintenance of the equestrian center property as outlined in the contract terms. For example, the selected Bidder cannot also provide training services onsite. In addition, the selected Bidder shall not engage in the trading of space, service or product in lieu of rent payments or hire a current boarder or trainer to serve as an employee as a trade for any form of rent/payment relief.

### Entry and Inspection

District reserves the right to enter the Premises at reasonable times to carry out any facility management or business purpose in or about the Premises, without any abatement of rent.

District, or its authorized representative, shall have the right at all reasonable times to inspect the Premises to determine if the selected Bidder is in compliance with all operating practices and any other matters deemed appropriate by the District.

In the event of an earthquake, flood, fire or any other natural disaster or emergency situation, the District reserves the right to enter onto the Premises at any time during use thereof to undertake emergency actions or to make emergency repairs. Selected Bidder shall take adequate precautions and plans for contingencies to meet these operating requirements.

## **1. MINIMUM QUALIFICATION**

To be considered qualified, Bidder must demonstrate:

Experience within the last fifteen (15) years in the management, operation and maintenance of an equestrian center or the management, operation, and maintenance of a facility that, in the sole discretion of the District, is similar in nature or would provide the bidder with the breadth, depth and similar skill set necessary to operate, manage and maintain an equestrian center. Experience does not have to be consecutive.

The Bidder must provide a complete record of employment, and/or history of an equestrian center business or a similar service detailing years in business, amount of relevant experience (breadth, depth and length), to be verified and supported by references, letters and other necessary evidence from all employers and/or public agencies, financial institutions and business references.

## **C. OTHER SERVICES**

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

## **D. 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>

### EVALUATION, SELECTION & SCORING PROCESS

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

#### A. EVALUATION AND SELECTION PROCESS

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

***This is not a public review.***

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

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

***This is not a public review.***

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

***This is not a public review.***

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

***This is not a public review.***

6. Small Business Bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable and up to 5%. The "Financial Proposal Bid Forms" will be used to determine the not to exceed amount of the contract.
7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members.
8. In the event of a tie in determining the successful Bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied Bidders.
9. All Bidders will be notified of the results.

## B. SCORING PROCESS

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

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

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

### MAXIMUM POINTS

#### A. Minimum Requirements.....26

To be scored in this category, Bidder must demonstrate:

Experience within the last fifteen (15) years in the management, operation and maintenance of an equestrian center or the management and operation of a facility that, in the sole discretion of the District, is similar in nature or would provide the bidder with the breadth, depth and similar skill set necessary to operate, manage and maintain an equestrian center. Experience does not have to be consecutive.

Bidder to provide a description of the equestrian center owned or managed within the timeframe listed above. Please organize the information as listed below. The list below is a suggested list and is not exhaustive of what information Bidder may present. Bidder will decide the final breadth and depth of information provided.

- A) Description of Business Operations Plan.....16
  - 1. Maintenance and operations plan (including but not limited to Security and public safety measures; Waste management and removal plan; Parking and traffic control operations plan; Emergency plan.)(6 points)
  - 2. Rental charges and fees; Boarding agreements (for individuals, trainers, overnight stays, etc.); Revenue collection, record keeping & internal audit controls; (5 points)
  - 3. Current management team and staffing schedule including their experience; Customer services and conveniences; (3 points)
  - 4. Marketing and advertising plan; Website and/or social media handles (if applicable); (1 point)
  - 5. Other special features or qualities of the operation. (1 point)
- B) Description of Programming and Activities.....7
  - 1. Boarding program; (3 points)
  - 2. Training programs and partners; Horse shows or clinics; (2 points)
  - 3. Community Service programs and activities. (2 points)
- C) Physical Description of Facility Owned or Operated.....3
  - 1. Location and acreage of facility; (1 point)
  - 2. Facility amenities including: boarding stalls/pens; riding arenas, supporting facilities; storage; parking. (2 point)

#### B. Financial stability.....6

Category will be scored on completeness of information requested, strength of financial performance of Bidder's operation and references.

Requested information:

- A) Unqualified audited financial statements for the past three (3) years; (2 points)
- B) Current balance sheet and profit/loss statement; (2 points)
- C) List of all financial institutions that Bidder does business with including company name, website, contact name, address, email and phone number; (1 point)
- D) List of three (3) business references, one of which should be from a facility that has contracted with Bidder's equestrian center operations services within the last five (15) years, that can attest to Bidder's business practices and reputation. Include company name, website, contact name, address, email and phone number. (1 point)

**C. Proposed Plan for the equestrian center at OC Fair & Event Center.....28**

- A) Financial Business Plan.....8
  - 1. Pro forma business plan for the ten (10) years of the rental term, including anticipated revenue and expenses. Anticipated revenue should include breakdown of the following: rental fees for stalls, tack rooms, storage, trailer parking, facility use, other; (3 points)
  - 2. Financial reporting and internal audit controls. (3 points)
  - 3. Example invoice(s); Example agreement(s); (2 points)
- B) Maintenance and operations.....7  
(include name, address and phone #'s of subcontractors/suppliers who may be utilized by Bidder to fulfill the District's requirements in any areas of Bidder's proposed plan)
  - 1. Stall cleaning schedule; feeding schedule; arena maintenance schedule; fly spray service schedule; (3 points)
  - 2. Waste management, recycling and removal plan; (1 point)
  - 3. Equipment and supply list; (1 point)
  - 4. Janitorial services and general clean up; (1 point)
  - 5. Landscape maintenance and beautification plan; (1 point)
- C) Security and Safety.....5
  - 1. Emergency procedures; Security plan and procedures for non-operating hours. (3 points)
  - 2. Animal welfare plan to include quarantine procedures; (2 points)
- D) Staffing Plan.....4
  - 1. Organization chart (2 points)
    - Management team and responsibilities;
    - Staffing and responsibilities (include relevant education, training and/or any special certifications held);
    - Operating days & hours
  - 2. Customer service philosophy; customer conflict resolution. (1 point)
  - 3. Communication plan with District management. (1 point)
- E) Programming and Activities.....2
  - 1. Types of facility programming (boarding, training, horse shows, clinics, etc.) and emphasis or priority given to each program. (2 points)
- F) Other.....2
  - 1. Signage, marketing, promotions and advertising; (1 point)
  - 2. Community outreach efforts; Other special features and/or services. (1 point)



**D. Financial Proposal.....30**

The Bidder offering the highest Percentage Rent averaged over the twenty (20) year Term of the Rental Agreement will receive the maximum number of points allowed for this category. The next highest Percentage Rent offered will receive a proportionate share of the total points available for this category based on its percentage relationship to the highest Percentage Rent offered. The calculation for the remaining Percentage Rents offered will be scored in the same manner.

*For calculation purposes only, the District will use the hypothesized gross monthly revenue amount of \$150,000 to determine amount proposed based on fixed percentage rate to determine highest score. This calculation will not reflect contract amount as contract amount will be based off actual gross revenue.*

*For example, if after it has been determined, based on mathematical calculation for all responsive proposals, that the highest percentage rent offered over the twenty (20) year term of the contract is 12%, 12% of \$150,000=\$18,000, then that Bidder will receive the maximum number of points for the category (30 points).*

*If after using the same calculation as the above, the second highest percentage rent offered is 11%, 11% of \$150,000=\$16,500, then  $\$16,500/\$18,000 \times 30 = 27.49$ , that Bidder will receive 27.49 points for the category.*

*If the third highest percentage rent offered is 10%, 10% of \$150,000=\$15,000, then  $\$15,000/\$18,000 \times 30 = 24.99$  points, that Bidder will receive 24.99 points for the category.*

**E. Interviews/Presentations.....10**

During the evaluation period, the 32nd DAA Committee may elect to schedule interviews and or presentations lasting no longer than 60 minutes. Only the top 2 highest scoring Bidders that have been deemed responsive will be invited to provide an interview/presentation on Thursday, February 29th, 2024. All Bidders are asked to keep this date available. No other interview/presentation dates will be provided. Therefore, if an invited Bidder is unable to attend, the Bidder’s proposal may be eliminated from further evaluation. The interview/presentation will consist of a short presentation by the Bidder, after which the Committee may ask questions related to the Bidder’s technical proposal and qualifications. Bidders will not be allowed to ask questions. The presentation must be consistent with the Proposal and may not modify or supplement the written Proposal. Attempts to use the presentation to modify or supplement the written proposal may, in the 32nd DAA's sole discretion, disqualify the Proposal and remove it from any further consideration. For Bidders who need assistance attending the interview/presentations due to a physical impairment, a reasonable accommodation will be provided upon request.

**TOTAL POINTS AVAILABLE 100**

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## PART VII

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### MANDATORY FORMAT AND CONTENT REQUIREMENTS

#### A. INTRODUCTION

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

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

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

#### B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as one (1) document. It is recommended that Bidder keep to 15 attachments or less.

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

The first page must be a signed cover letter on the letterhead of the Bidder and contain the following statement verbatim:

*“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: **MOEQC-01-23** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”*

The person’s name should be printed clearly above the signature line and dated. If Bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

#### C. TECHNICAL PROPOSAL

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

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

##### 1. Minimum Requirements

- A) Provide an overview of the Bidder's company history within the last 15 years, including physical description of facility owned or operated; location and acreage of facility; facility and facility amenities including boarding stalls/pens; riding arenas, supporting facilities; storage; parking. Submit **(as Bidder's Attachment 1)** a map of facility owned or operated by Bidder.
- B) Provide a description of programming and activities to include but not limited to Boarding program; Training programs and partners; horse shows or clinics; Community Service programs and activities.
- C) Provide a description of current business operations plan including but not limited to the following:
  - 1. Rental charges and fees;
  - 2. Boarding agreements (for individuals, trainers, overnight stays, etc.); Submit **(as Bidder's Attachment 2)** copies of boarding agreements.
  - 3. Maintenance and operations plan;
  - 4. Current management team and staffing schedule including their experience;
  - 5. Revenue collection, record keeping & internal audit controls;
  - 6. Security and public safety measures;
  - 7. Emergency medical plan;
  - 8. Waste management and removal plan; including stormwater best management and practices plan;
  - 9. Parking and traffic control operations plan;
  - 10. Marketing and advertising plan;
  - 11. Customer services and conveniences;
  - 12. Website and/or social media handles (if applicable);
  - 13. Other special features or qualities of the operation.
- D) Describe in detail any incident(s) where the Bidder has been terminated during the performance of contracted services. If none, it shall be so stated.

## 2. Financial Stability

- A) Submit **(as Bidder's Attachment 3)**, unqualified audited financial statements for the past three (3) years;
- B) Submit **(as Bidder's Attachment 4)**, current balance sheet and profit/loss statement;
- C) Submit **(as Bidder's Attachment 5)**, letters of recommendation from three (3) financial institutions that Bidder has done business within the last fifteen (15) years. Ensure letters are dated with full contact information for the references listed in the letter, including name and title of author, address, website, email and phone number. Letters should be on official business letterhead.
- D) Submit **(as Bidder's Attachment 6)**, letters of recommendation from three (3) business references, one (1) of which should be from a facility that has contracted with Bidder's equestrian center operations services within the last fifteen (15) years that can attest to Bidder's business practices and reputation. Letters should detail the nature of the business relationship, beginning and end dates of business relationship; scope, size and nature of service(s). Ensure letters are dated with full contact information for the references listed in the letter, including name and title of author; address, website, phone number and email address. Letters should be on official business letterhead.

## 3. PROPOSED PLAN FOR THE EQUESTRIAN CENTER OPERATION

Bidder to provide a detailed and comprehensive proposed management, operations, and maintenance plan for the equestrian center.

Bidder should include plan and supporting detail in the following areas:

- A) Submit **(as Bidder's Attachment 7)**, a pro forma business plan for the ten (10) years of the contract term, including anticipated revenue and expenses; Provide anticipated rental fees for stalls, tack rooms, storage, trailer parking, facility use, other; Submit **(as Bidder's Attachment 8)** sample invoice(s); Submit **(as Bidder's Attachment 9)**, sample agreement(s); Describe in detail, plans for financial reporting and internal audit controls.
- B) Describe programming and activities including proposed equestrian center facility operating days and hours; provide details of facility programming plans (e.g., boarding, training, horse shows, clinics, etc.).

- C) Submit (**as Bidder's Attachment 10**), an organization chart of the proposing company, including the personnel that would be assigned to this contract. Describe the background and experience of each of the key staff, including their responsibilities. Include relevant education, training and/or any special certifications held. Bidder to describe customer service philosophy and plans for customer conflict resolution.
- D) Describe in detail a security and safety plan to include procedures for the following: animal welfare, emergency protocols, quarantine protocols, and non-operating hours protocols.
- E) Describe in detail the maintenance and operations plan to include:
  - 1. Stall cleaning schedule;
  - 2. Feeding schedule;
  - 3. Arena maintenance schedule;
  - 4. Submit (**as Bidder's Attachment 11**) a list of all equipment and supplies which Bidder will utilize in the implementation of contract. Provide a description as to the condition and quality of the equipment and supplies. State if the equipment and supplies are owned by the Bidder. If Bidder is stating that equipment is owned, Bidder must provide proof of ownership. Note: Ownership of equipment is preferred and will receive higher scoring.
  - 5. Waste management, recycling and removal plan; including stormwater best management and practices;
  - 6. Fly spray service schedule;
  - 7. Janitorial services and general clean up;
  - 8. Landscape maintenance and beautification plan.
  - 9. Submit list of subcontractors/suppliers (including name, address and phone number) who may be utilized by Bidder to fulfill the District's requirements, and describe in what manner/relationship Bidder has worked with them in the past. Provide an overview of the subcontractor/supplier's company history, including years in business, location(s), total number of staff and other key elements of their business operations.
- F) Describe in detail, plans to communicate with District management; marketing, promotions and advertising plan; plans for signage; plans for community outreach efforts; and any other special features and/or services.
- G) Attach proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide a commitment from Bidder's insurance carrier stating Bidder's ability to provide the additional insured endorsement upon award of contract (see Part X – Forms, Section C, Exhibit E – Insurance Requirements).

## D. FINANCIAL PROPOSAL

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

## E. INTERVIEWS/PRESENTATIONS

During the evaluation period, the 32nd DAA Committee may elect to schedule interviews and or presentations lasting no longer than 60 minutes. Only the top 2 highest scoring Bidders that have been deemed responsive will be invited to provide an interview/presentation on Thursday, February 29<sup>th</sup>, 2024. All Bidders are asked to keep this date available. No other interview/presentation dates will be provided. Therefore, if an invited Bidder is unable to attend, the Bidder's proposal may be eliminated from further evaluation. The interview/presentation will consist of a short presentation by the Bidder, after which the Committee may ask questions related to the Bidder's technical proposal and qualifications. Bidders will not be allowed to ask questions. The presentation must be consistent with the Proposal and may not modify or supplement the written Proposal. Attempts to use the presentation to modify or supplement the written proposal may, in the 32nd DAA's sole discretion, disqualify the Proposal and remove it from any further consideration. For Bidders who need assistance attending the interview/presentations due to a physical impairment, a reasonable accommodation will be provided upon request.

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## PART VIII

### EXHIBITS A THROUGH H

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EXHIBIT A – EQC BOUNDARY



**RED** line indicates equestrian center property boundary. Property boundary is approximate.

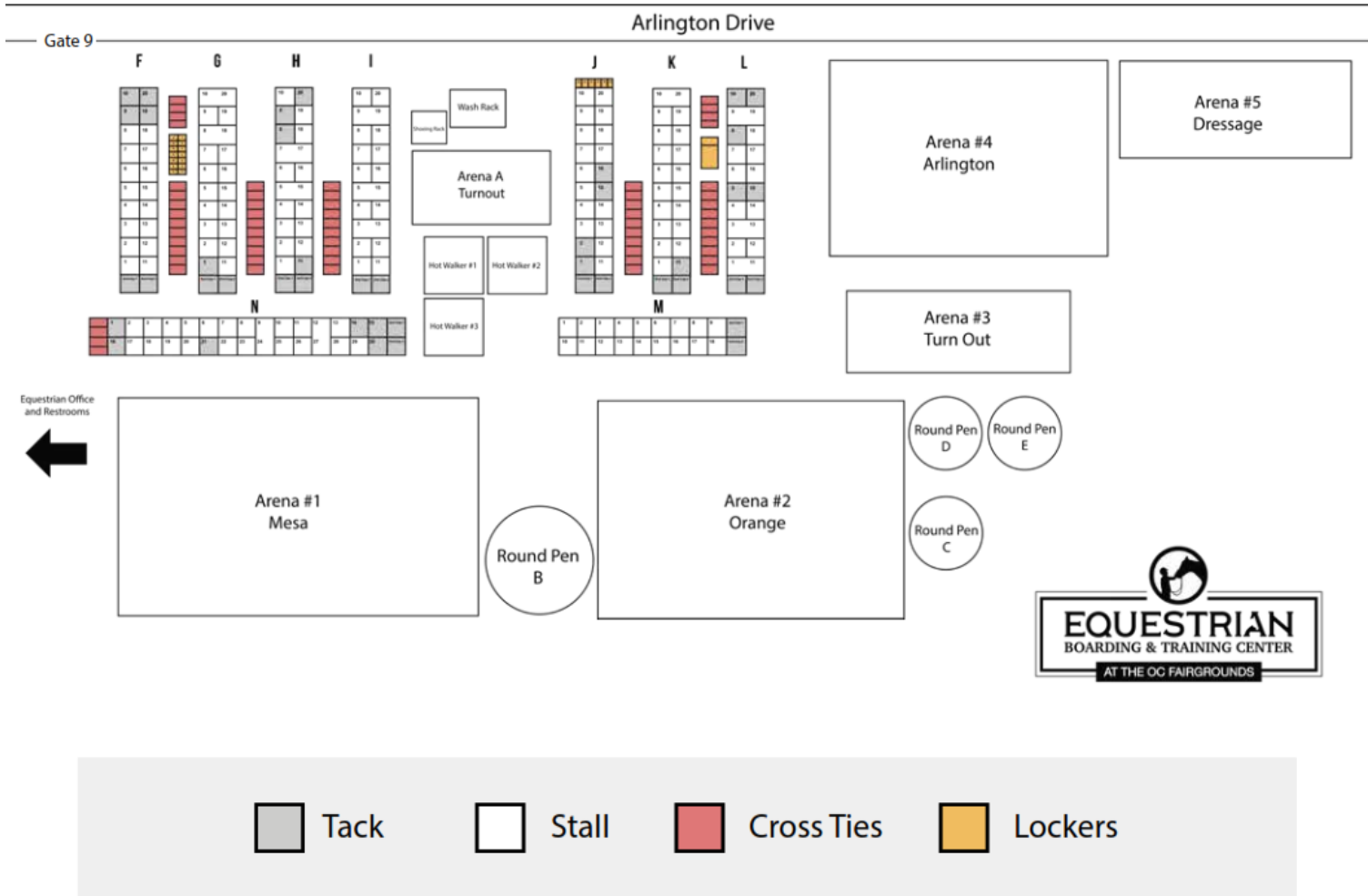


EXHIBIT B

OC Fair & Event Center Equestrian Center Aerial View



EXHIBIT C - EQC BARN DETAIL MAP GRAPHIC



# EXHIBIT D - EQC LANDSCAPE MAP



- |               |                  |              |               |
|---------------|------------------|--------------|---------------|
| ★ Ficus Tree  | ■ Jacaranda Tree | △ Palm Tree  | ◆ Pepper Tree |
| ● Chinese Elm | ✕ Sycamore       | ● Eucalyptus | ∨ Shrubs      |



EXHIBIT E - EQC MAP OF FIRE  
EXTINGUISHERS & WATER HYDRANT

Arlington Drive

Gate 9



█ Tack    █ Stall    █ Cross Ties    █ Lockers

 Fire Extinguisher     Fire Pull     Fire Hydrant     Smoke Detector

LETTER OF UNDERSTANDING FOR THE  
USE OF OC FAIR & EVENT CENTER FOR LARGE ANIMAL EVACUATION  
BETWEEN THE 32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION AND  
THE COUNTY OF ORANGE

The 32<sup>nd</sup> District Agricultural Association (hereinafter “the District”), located at 88 Fair Drive, Costa Mesa, CA 92626 and the County of Orange, OC Community Resources, OC Animal Care (hereinafter “OC Animal Care” or “the County of Orange”), located at 1630 Victory Rd, Tustin, CA 92782, collectively “Parties” enter into this Letter of Understanding (“LOU”), effective May 2, 2022.

1. Purpose

To support operational needs for large animal housing during a mandatory Evacuation Order (hereinafter “Evacuation Order”) by the Orange County Fair Authority, the Orange County Sheriff’s Department or Office of Emergency Services, or the Orange County Health Care Agency from areas located within Orange County to include municipal, County, and unincorporated areas in case of mandatory federal, state or County declared emergency.

Furthermore, this LOU is intended to establish that the use of the OC Fair & Event Center (hereinafter “the OCFEC”) is a voluntary action of the OCFEC and that any animals housed at the OCFEC facility during an Evacuation Order represent an agreement between the animal owner and the OCFEC to permit temporary maintenance of the animal on the OCFEC property. OC Animal Care does not maintain a list of, or inventory animals housed at the OCFEC during an Evacuation Order, does not direct specific animals to be transported to the OCFEC, and is not responsible for the actions of the animals, or their owners or caretakers, while maintained in temporary housing on the OCFEC property. This LOU establishes the understanding of both OC Animal Care and the OCFEC, that it is the responsibility of each animal owner to provide care for their animals and to cover any costs associated with damages that may occur.

2. Location and Available Hours of Use

The OCFEC is located at 88 Fair Drive, Costa Mesa, CA 92626. The OCFEC’s principal entrance for emergency purposes is through Gate 5 located off Arlington Drive on the North side of the OCFEC property. The OCFEC may be made available for use as a large animal evacuation site, as needed, by the scope and requirements stated in this LOU. Availability of the OCFEC is subject to prior scheduled use of the OCFEC facility and availability of equipment and facilities as a result of such scheduled use. Ingress and egress locations for the purpose of this LOU are subject to change based on scheduled property use or other event activities. OC Animal Care will be notified of ingress and egress locations upon the OCFEC receipt of an Evacuation Order, as locations available to support evacuation will be determined by the use of the OCFEC facility at that time.

3. Term

This LOU is effective May 2, 2022, which expires every three (3) months from the effective date. Unless otherwise terminated as provided herein, this LOU will be automatically renewed for successive three (3) month periods for a period of time not to exceed five (5) years in duration. Unless otherwise terminated, this agreement will automatically terminate five (5) years from the effective date. This LOU is subject to annual operational review and any modifications subject to Paragraph 8 in this LOU, “Amendment or Modification

of LOU.” This LOU may be canceled, with or without cause, upon a 30-day notice from the California Department of General Services, the County of Orange, OC Animal Care or the District.

#### 4. Payment

As a good faith measure, to provide the OCFEC with supportive compensation towards incidental costs associated with this LOU, OC Animal Care will provide the OCFEC with a \$1,000 per incident usage fee, per Evacuation Order event. If the Evacuation Order lasts longer than seven (7) calendar days, the incident usage fee shall be increased to \$2,000. This usage fee is a general amount to support incidental costs associated with the OCFEC’s voluntary participation in this agreement to allow the public to utilize its facility to temporarily house their large animals/livestock during an Evacuation Order. This fee is the only payment by OC Animal Care to the OCFEC authorized under this LOU and is subject to a maximum amount of \$2,000 per three (3) month renewal term of this LOU. The incident usage fee is only payable to OCFEC if animals are housed at their facility during an Evacuation Order event.

If the OCFEC is unavailable during an Evacuation Order due to previously scheduled activities at the OCFEC facility, or for other reasons, and animals evacuated pursuant to an Evacuation Order are not housed at the OCFEC facility, then no incident usage fee shall apply.

OC Animal Care shall submit payment of the usage fee within ninety (90) days following an Evacuation Order. OCFEC is not required to submit a request for payment.

#### 5. Evacuation Protocol

- a. During a declared emergency in the County of Orange, an Evacuation Order for animals may be ordered by an emergency response agency such as the Orange County Fire Authority, the Orange County Sheriff’s Department or Office of Emergency Services, or the Orange County Health Care Agency. When an Evacuation Order that impacts large animals is in effect, OC Animal Care, or any of those agencies listed above, may request that OCFEC open their facility, at their discretion, so that owners may temporarily maintain their large animals on the OCFEC facility property. OC Animal Care will only request that OCFEC do so when an Evacuation Order is in effect, and it has been requested by an emergency response agency. The request of OCFEC to open for potential evacuated animals may come from OC Animal Care, or any of the emergency response agencies noted above.
- b. If an Evacuation Order is issued, owners of large animals may be advised by OC Animal Care, or other agencies supporting an Evacuation Order, that OCFEC is a potentially available resource for the temporary safe housing of their large animals including, but not limited to, horses, goats, sheep, mules, cattle, pigs, or other livestock. The availability of housing space at the OCFEC for animals with specific care requirements or more unusual species of animal may be limited.
- c. Availability of the OCFEC to house animals is at the discretion of the OCFEC. They may accept or deny an animal for any reason, including, but not limited to, the temperament of the animal, space availability, or lack of a responsible party.

#### 6. District/OCFEC Responsibilities

- a. OCFEC Security & Traffic Department, or other designated department, will serve as the OCFEC Incident Command Center during Evacuation period.

- b. OCFEC will provide and prepare available facilities to safely hold and care for evacuated large animals subject to their availability and discretion. Facilities include, but are not limited to, stables, arenas, parking lots, enclosures and temporary stalls. Availability may be impacted by prior scheduled use of the OCFEC grounds and the availability of equipment as a result of such scheduled use or events.
- c. OCFEC will provide staff for set-up and tear-down of facilities used to support the Evacuation Order.
- d. During the Evacuation Order period, OCFEC staff may provide temporary housing and waste clean-up for evacuated animals in the absence of their owners. Owners are responsible for the daily feeding, cleaning and care of their animals for the duration of the Evacuation Order period. In the event an owner or custodian is unable to be located and an animal is in need of feed and care, or is otherwise abandoned, OCFEC staff will notify OC Animal Care so that the animal can be impounded, if necessary, and alternative care and housing can be obtained.
- e. OCFEC will make every effort to house all animals in a safe environment at all times. In the event animals cannot be separated from one another in stalls or pens, community housing and/or tying up of animals may be implemented. The determination as to what facilities are available for evacuated animals is at the sole discretion of District management.

Notify OC Animal Care, as soon as is practicable, of any housed animals that OCFEC considers abandoned or unclaimed following the termination of an Evacuation Order, so that OC Animal Care can make alternative care and housing arrangements if needed.

- f. Notify OC Animal Care, as soon as is practicable, when the capacity of available space for animal housing during an evacuation order has been reached.
- g. Coordinate all media contact or information release with OC Animal Care's designated public information officer, when practicable.

## 7. OC Animal Care Responsibilities

- a. Contact the OCFEC Security Dispatch Office immediately upon determination for the need of facilities to be opened to animal owners in support of an Evacuation Order using the contact list below:

OCFEC Security & Traffic Dispatch	(714) 708-1588
Nick Buffa – Director, Security & Traffic	(714) 316-6156
Ed Gonzalez – Supervisor, Security & Traffic	(714) 309-3296

- b. Submit resource requests for bedding, food, medicine and other supplies not provided by the district or animal owner pursuant to this LOU in support of an Evacuation Order.
- c. Coordinate public information through County Emergency Operations Center (EOC) to disseminate direction or other pertinent information to the public.
- d. Designate an OC Animal Care representative to serve as a liaison with OCFEC at all times throughout the Evacuation Order.

- e. Respond, investigate, and impound, as appropriate, any animals in need of care, for which an owner has not come forward or cannot be found, or any animals that are otherwise unclaimed or abandoned after the Evacuation Order has been officially terminated. OC Animal Care will make every effort to remove such animals in a timely manner.
- f. Coordinate all media contact or information release with District's Communications Department, when practicable.

Terry Moore – Director, Communications OCFEC

(714) 371-6268

#### 8. Amendment or Modification of LOU

With the exception of names, titles and contact phone numbers, no amendment to modify, or modification of, this Letter of Understanding shall be binding on the District or OC Animal Care unless same is reduced to writing and approved/executed by the District and OC Animal Care.

#### 9. Records

- a. The District will keep records of activities related to this LOU, including, but not limited to, the number of animals temporarily housed at the OCFEC facility property during a given Evacuation Order.
- b. Each party to this agreement understands that they must track all costs associated with the provision of emergency services provided herein in accordance with Federal and State and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement in the event such reimbursement is available.
- c. Each party further understands that if Federal or State disaster funding is available each party will submit their own costs accordingly. Both parties will work together to assist one another in gathering supporting documentation.

#### 10. Appropriation/Contingency of Funds

This LOU is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this LOU. If such appropriations are not approved, the Contract will be immediately terminated without penalty to the County.

#### 11. Governing Law and Venue

This LOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law or provisions. In the event of any legal action to enforce or interpret this LOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

#### 12. Indemnification

District agrees to indemnify, defend and hold the County of Orange, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the products or

other performance provided by District to County pursuant to this Agreement. If judgment is entered against District and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, District and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

County agrees to indemnify, defend and hold harmless the State of California, the District, the California Fair Services Authority and their respective officers, employees, agents, directors and members (collectively, the "District Parties"), from and against all claims, demands or liability of any kind or nature (including but not limited to, attorneys' fees, expert fees, and costs of suit), directly arising from County's performance or non-performance of responsibilities in Paragraph 7 of this LOU. Notwithstanding anything to the contrary in the LOU, in no event shall the County be obligated to defend or indemnify the District Parties with respect to the negligence or willful misconduct of the District Parties (excluding the County, or any of its employees or agents.)

### 13. Immunity

This agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act or the California Emergency Services Act.

### 14. Notices

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For District:	Name:	Executive Office
	Address:	88 Fair Drive Costa Mesa, CA 92626

Attn.:	Ken Karns
Title:	COO
Phone:	949.275.5477
Email:	kkarns@ocfair.com

For OC Animal Care:	Name:	OC Animal Care
	Address:	1630 Victory Road Tustin, CA 92782

Attn:	Andi Bernard
Title:	Director
Phone:	714.935.6414
Email:	andi.bernard@occr.ocgov.com

### 15. Authority

The Parties to this LOU represent and warrant that this LOU has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

The Parties hereto have executed this LOU on the dates shown opposite their respective signatures below.

District:

<u>Michele Richards</u>	<u>CEO</u>
Print Name	Title
<u>Michele Richards</u>	<u>5-10-22</u>
Signature	Date

\*\*\*\*\*

County of Orange, OC Community Resources:

<u>Dylan Wright</u>	<u>Director for OC Community Resources</u>
Print Name	Title
<u>Dylan Wright</u>	<u>5/3/2022</u>
Signature	Date



## EXHIBIT G



### ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

WDID 8 30M2000 250

#### Best Management Practices (BMP) Development & Implementation

In the SWMP (Storm Water Management Plan) the **Contractor** shall include a description of how BMPs will be developed, constructed and maintained. The **Contractor** shall continue to evaluate its existing BMPs and investigate new BMPs through the Equestrian Center facility year-round.

1) All storm water BMPs that retain storm water shall be designed to drain within 96 hours of the end of a rain event, unless designed to exclude vectors. BMPs shall be maintained at the frequency specified by the manufacturer.

#### 2) Storm Water Treatment BMPs

a) The **Contractor** shall inspect all newly installed storm water treatment BMPs within 45 days of installation to ensure they have been installed and constructed in accordance with approved plans. If approved plans have not been followed, the **Contractor** shall take appropriate remedial actions to bring the BMP or control into conformance with its approved design.

b) The **Contractor** shall inspect all installed storm water treatment BMPs at least twice every year, beginning one year after the approval of contract.

c) The **Contractor** may drain storm water treatment BMPs to the MS4 if the pollutants in the discharge have been reduced to the MEP and do not cause or contribute to exceedances of water quality standards. **Retained sediments shall be disposed of properly**, in compliance with all applicable local, State, and federal acts, laws, regulations, ordinances, and statutes.

d) The **Contractor** shall develop and utilize a watershed-based database to track and inventory treatment BMPs and treatment BMP maintenance within its jurisdiction. At a minimum, the database shall include:

- i) Name and location of BMP
- ii) Watershed, Regional Board and District where project is located
- iii) Size and capacity
- iv) Treatment BMP type and description
- v) Date of installation
- vi) Maintenance certifications or verifications
- vii) Inspection dates and findings
- viii) Compliance status
- ix) Corrective actions



## 2. ILLICIT DISCHARGES

The term “illicit discharge” has many meanings in regulation and practice, but we use a four-part definition in this manual.

1. Illicit discharges are defined as a storm drain that has measurable flow **during dry weather** containing pollutants and/or pathogens. A storm drain with measurable flow but containing no pollutants is simply considered a discharge. Only flows consisting entirely of stormwater are allowed in the storm drain system.
2. Each illicit discharge has a unique frequency, composition and mode of entry in the storm drain system.
3. Illicit discharges are frequently caused when the sewage disposal system interacts with the storm drain system. A variety of monitoring techniques is used to locate and eliminate illegal sewage connections. These techniques trace sewage flows from the stream or outfall, and go back up the pipes or conveyances to reach the problem connection.
4. Illicit discharges of ~~other~~ pollutants are produced from specific source areas and operations known as “generating sites.” Knowledge about these generating sites can be helpful to locate and prevent non-sewage illicit discharges. Depending on the regulatory status of specific “generating sites,” education, enforcement and other pollution prevention techniques can be used to manage this class of illicit discharges.

Some non-storm water discharges to the MS4 may be allowable, such as discharges resulting from firefighting activities and air conditioning condensate. Dry weather discharges that are not allowable are composed of one or more possible flow types:

- a. Sewage flows produced from sewer pipes and septic systems.
- b. Wash water flows generated from a wide variety of activities and operations. Potential applicable examples at the OCFEC include discharges of carwash wastewater, amphitheater washing, fleet washing, horse wash water, and floor washing.
- c. Liquid wastes from a wide variety of flows, such as oil, paint, fuel spills, and process water, (radiator flushing water, plating bath wastewater, etc.) that enter the storm drain system.
- d. Tap water flows derived from leaks and losses that occur during the distribution of drinking water in the water supply system.
- e. Landscape irrigation flows when excess potable water used for irrigation ends up in the storm drain system.

ALL Illicit discharges are to be contained and disposed of in an approved location, approved by the District management staff, to prevent the discharge from leaving the OC Fair & Event Center property.



Under federal, state, and local regulations, it is unlawful to discharge non-storm water into the storm drain system. All sediment and other pollutants must be swept from the road draining to the catch basin and measures must be taken to prevent sediment getting onto the road. For non-compliance, the City of Costa Mesa may issue fines of \$100 for the first citation, \$200 for the second, and \$500 for subsequent citations. As with the City, the Regional Board may issue a Notice of Violation to the OC Fair & Event Center. Failure to comply is subject to fines up to \$25,000 per day or up to 1 year in prison.

As the operator of the Equestrian Center, it is your responsibility to maintain the facility and comply with all rules and regulation. Under your lease contract, it is explicitly stated that:

*Compliance With All Laws - Contractor shall comply with all applicable laws, rules, and regulations and orders existing during the term of this Rental Agreement, including obtaining and maintaining all necessary permits and licenses. Contractor acknowledges and warrants that it is, or will make itself, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the equestrian center, the facilities, and the Premises, including but not limited to, health and safety, hazardous materials, pest control activities, accessibility, historical preservation, environmental impacts, and building codes and regulations.*



## EXAMPLE BMP ASSESSMENT

Business Name Pacific Star EquestrianDate of Inspection 6/1/18

BMP Assessment			
<b>Building Maintenance (IC3)</b>			
1. Outside areas kept neat and clean?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Are storm drains inlets and storm drain conveyances maintained?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
3. Are employees trained or have an awareness of storm water pollution prevention measures?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
<b>Contaminated or Erodible Surface Areas (IC6)</b>			
1. Are unpaved outdoor areas protected from water and wind erosion?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
2. Are contaminated/erodible surfaces designed to prevent run-on/runoff?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
<b>Landscape Maintenance (IC7)</b>			
1. Are irrigation systems properly managed?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Are landscape materials and chemicals properly managed?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Outdoor Drainage from Indoor Areas (IC9)</b>			
1. Are materials prevented from being tracked from inside areas?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Outdoor Loading/Unloading of Materials (IC10)</b>			
1. Are the loading/unloading areas maintained?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Are BMPs in place to reduce exposure during rain events?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
<b>Outdoor Process Equipment Operations and Maintenance (IC11)</b>			
1. Is outdoor process equipment clean (i.e., free of excess oil & grease, rust)?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Outdoor Storage of Raw Materials, Products, and Containers (IC12)</b>			
1. Are raw materials or products stored appropriately?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Based on discussion with employees, are additional BMPs implemented to protect raw materials or products prior to rainfall events and during high winds?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
<b>Parking and Storage Area Maintenance (IC15)</b>			
1. Are parking/storage areas maintained?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Spill Prevention and Cleanup (IC17)</b>			
1. Are spill containment and cleanup materials readily available?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Are absorbent materials removed and properly disposed of in a timely manner?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Vehicle/Equipment Fueling and Maintenance (IC18-19)</b>			
1. Are fuel dispensing areas maintained?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
2. Are fuel safeguards used (i.e. automated shutoff, spill kits)?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
3. Are maintenance activities indoors or in designated/contained areas outdoors?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
4. Are maintenance areas maintained?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<b>Waste Handling and Disposal (IC21)</b>			
1. Is the hazardous waste accumulation area covered?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
2. Do hazardous waste containers have secondary containment?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
3. Is the hazardous waste area properly managed?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
4. Is trash enclosure clean and waste dumpsters covered?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
<b>Vehicle/Equipment Washing (IC20) &amp; Disposal of Wastewater Generated by Outdoor Activities (IC24)</b>			
1. Does the site have washing operations for vehicles or equipment?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
2. Is wash water contained and properly disposed in accordance with options listed in IC24?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
3. Is the washing area clearly marked or within a designated area?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
4. Is wash area equipped with a clarifier or oil water separator and connected to the sanitary sewer?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
5. Is the clarifier or oil/water separator maintained regularly with maintenance documented?	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

REVIEW APPLICABLE BMP FACT SHEETS FOR ANY "NO ANSWERS"

## IC2. ANIMAL HANDLING AREAS

### Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner<sup>1</sup>. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	
Oxygen Demanding	x

#### MINIMUM BEST MANAGEMENT PRACTICES

##### Pollution Prevention/Good Housekeeping

- Use dry cleaning methods to clean animal handling areas regularly.
- Properly collect and dispose of water when water is used for cleaning.
- Prevent animals from moving away from controlled areas where BMPs are in use (e.g. fencing, leashing, etc.)
- Clean storm drain inlet(s) on a regular schedule and after large storms.

##### Stencil storm drains

##### Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

- 1. Use dry cleaning methods to clean animal handling areas regularly.**
  - Sweeping animal handling areas is encouraged over other methods.
  - Properly dispose of droppings, uneaten food, and other potential contaminants.
- 2. If water is used for cleaning:**
  - Do not discharge wash water to storm drains or other receiving waters.
  - Wash water should be collected and pumped to the sanitary sewer, do not allow wash water to enter storm drains. Refer to fact sheet **IC24 Wastewater Disposal** for guidance on appropriate methods for disposal of wash water to the sanitary sewer.
- 3. Keep animals in paved and covered areas, if feasible.**
- 4. If keeping animals in covered areas is not feasible, cover the ground with vegetation or some other type of ground cover such as mulch.**
- 5. Prevent animals from moving away from controlled areas where BMPs are in use (e.g. fencing, leashing, etc.).**

<sup>1</sup> EPA "Preliminary Data Summary of Urban Stormwater Best Management Practices"



## Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees on proper spill containment and cleanup.**
  - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
  - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
  - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. **Establish a regular training schedule, train all new employees, and conduct annual refresher training.**
4. **Use a training log or similar method to document training.**

## Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

## References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.  
[www.cabmphandbooks.com](http://www.cabmphandbooks.com)

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

## For additional information contact:

### County of Orange/ OC Watersheds

Main: (714) 955-0600

24 hr Water Pollution Hotline: 1-877-89-SPILL

or visit our website at [www.ocwatersheds.com](http://www.ocwatersheds.com)

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## PART IX

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### FORMS SECTION

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#### Overview Checklist

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

1. Cover Letter (With required verbiage) - Must Be Submitted
2. Technical Proposal - Must Be Submitted.
3. Financial Proposal Bid Forms (Completed, signed, and dated) – Must Be Submitted.
4. Bidder/Contractor Status Form (Completed, signed, and dated) – Must be submitted.  
(If Bidder is a Corporation, Corporate Resolution may be submitted before the award)
5. Bidder Declaration GSPD-05-105 (Completed, signed, and dated) – Must Be Submitted.
6. Darfur Contracting Act Attachment (Completed) – Must Be Submitted.
7. Iran Contracting Act Attachment (Completed, signed and dated) - Must Be Submitted.
8. OSDS Small Business Certification (If applicable) (Certification print from and include the form <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> )
9. DGS PD 843 If Bidder is claiming DVBE Incentive, Complete the DVBE documentation form(s) and include, Disabled Veteran Business Enterprise Declarations, DGS PD 843, (See Part II) – If applicable  
[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

##### B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

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

- Std. 213, Standard Agreement
- Scope of Work
- Payment Provision
- GTC 4/17 General Terms and Conditions
- CCC-4/17 Certification, Special Terms and Conditions
- Insurance Requirements
- Megan's Law Screening
- OCFEC Uniform and ID Procedures
- Additional Terms and Conditions
- Covid 19 Infection Mitigation Protocol & Procedure Guidelines
- Requests for Information (RFI) Addendum

## SECTION A – TO BE COMPLETED BY BIDDER

### Form A-1: COVER LETTER

The first page must be a signed cover letter on the letterhead of the Bidder and contain the following statement verbatim:

*“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: **MOEQC-01-23** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”*





**Form A-3: FINANCIAL PROPOSAL BID FORM**

**RFP NUMBER MOEQC-01-23**

Page 1 of 2

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

**PROPOSED FINANCIAL TERMS**

Bidders must submit percentage of the gross revenue. For evaluation purpose, the District will use the proposed percentage X the hypothesis revenue of \$150,000 (Per Month). However, the actual monthly payment will be based on the proposed percentage X the actual revenue, and if the total is less than \$5,000, the contractor must pay the District the Monthly Rent Guarantee of \$5,000.

As part of the proposal, Bidders who propose higher percentage rent will receive higher points in the evaluation process. The increased monthly minimum fixed monthly percentage proposed shall be in increments of 1%.

**Proposed Percentage must be Minimum of 10% per month. If the proposed percentage is less than 10% per month, the proposal will be disqualified.**

2024 (April 15, 2024 through April 14, 2025): \_\_\_\_\_ % (Monthly)

2025 (April 15, 2025 through April 14, 2026) \_\_\_\_\_ % (Monthly)

2026 (April 15, 2026 through April 14, 2027) \_\_\_\_\_ % (Monthly)

2027 (April 15, 2027 through April 14, 2028) \_\_\_\_\_ % (Monthly)

2028 (April 15, 2028 through April 14, 2029) \_\_\_\_\_ % (Monthly)

2029 (April 15, 2029 through April 14, 2030) \_\_\_\_\_ % (Monthly)

2030 (April 15, 2030 through April 14, 2031) \_\_\_\_\_ % (Monthly)

2031 (April 15, 2031 through April 14, 2032) \_\_\_\_\_ % (Monthly)

2032 (April 15, 2032 through April 14, 2033) \_\_\_\_\_ % (Monthly)

2033 (April 15, 2033 through April 14, 2034) \_\_\_\_\_ % (Monthly)

*For evaluation purpose only, the District will use the hypothesis gross monthly revenue amount of \$150,000 to determine amount proposed based on fixed percentage rate to determine highest score. This calculation will not reflect contract amount as contract amount will be based off actual gross revenue.*

*For example, if after it has been determined, based on mathematical calculation for all responsive proposals, that the highest percentage rent offered over the twenty (20) year term of the contract is 12%, 12% of \$150,000=\$18,000, then that Bidder will receive the maximum number of points for the category (30 points).*

*If after using the same calculation as the above, the second highest percentage rent offered is 11%, 11% of \$150,000=\$16,500, then  $\$16,500/\$18,000 \times 30 = 27.49$ , that Bidder will receive 27.49 points for the category.*

*If the third highest percentage rent offered is 10%, 10% of \$150,000=\$15,000, then  $\$15,000/\$18,000 \times 30 = 24.99$  points, that Bidder will receive 24.99 points for the category.*

### Option Years

Proposed percentage will be counted as part of the Financial Bid using the same formula

2034 (April 15, 2034 through April 14, 2035): \_\_\_\_\_ % (Monthly)  
2035 (April 15, 2035 through April 14, 2036) \_\_\_\_\_ % (Monthly)  
2036 (April 15, 2036 through April 14, 2037) \_\_\_\_\_ % (Monthly)  
2037 (April 15, 2037 through April 14, 2038) \_\_\_\_\_ % (Monthly)  
2038 (April 15, 2038 through April 14, 2039) \_\_\_\_\_ % (Monthly)  
2039 (April 15, 2039 through April 14, 2040) \_\_\_\_\_ % (Monthly)  
2040 (April 15, 2040 through April 14, 2041) \_\_\_\_\_ % (Monthly)  
2041 (April 15, 2041 through April 14, 2042) \_\_\_\_\_ % (Monthly)  
2042 (April 15, 2042 through April 14, 2043) \_\_\_\_\_ % (Monthly)  
2043 (April 15, 2043 through April 14, 2044) \_\_\_\_\_ % (Monthly)

**Form, A-3: FINANCIAL PROPOSAL BID FORM**

**RFP NUMBER MOEQC-01-23**

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 Management and Operations of The Equestrian Center Facility, 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."

**BIDDER MUST SIGN BELOW. FAILURE TO SIGN WILL RESULT IN DISQUALIFICATION**

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

\_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, Certification # \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Certification # \_\_\_\_\_

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

**Form A-4: BIDDER/CONTRACTOR STATUS FORM**  
**RFP NUMBER MOEQC-01-23**  
**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 (Number) \_\_\_\_\_

**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 may be attached with proposal or before the award*

**Place and date of incorporation** \_\_\_\_\_

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

**CURRENT OFFICERS:**

**President:** \_\_\_\_\_ **Vice President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_ **Treasurer:** \_\_\_\_\_

**Other Officers:** \_\_\_\_\_

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

**Form A-4: BIDDER/CONTRACTOR STATUS FORM**  
**RFP NUMBER MOEQC-01-23**  
**PAGE 2 OF 2**

**Fictitious Name**

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

**Small Business Preference**

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

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

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

**Pending Litigation or Hearings**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

Form A-5: BIDDER DECLARATION

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

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

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Form A-5: BIDDER DECLARATION Instructions

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

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

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

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

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto: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](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

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

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

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

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

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

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

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

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

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

**Read the certification at the bottom of the page and complete the "Page \_1\_ of \_2\_" accordingly.**



**Form A-6: DARFUR CONTRACTING ACT ATTACHMENT**  
**RFP NUMBER: MOEQC-01-23**  
**PAGE 1 OF 1**

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

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

- ☐ 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**

- ☐ 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**

- ☐ 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>	

**Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM**  
**(Public Contract Code sections 2202-2208)**  
**RFP NUMBER MOEQC-01-23**  
Page 1 of 2

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

[Department of General Services Procurement Division Iran Contracting Act List](#)

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

**OPTION #1 - CERTIFICATION**

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

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

**Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM**  
**(Public Contract Code sections 2202-2208)**  
**RFP NUMBER MOEQC-01-23**  
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>

Documents to be completed by District

# **NOTICE OF PROPOSED AWARD**

**MOEQC-01-23**

**Tuesday, March 5, 2024**

**THE 32ND DISTRICT AGRICULTURAL ASSOCIATION  
ANNOUNCES**

**PROPOSED AWARD OF THE  
MANAGEMENT AND OPERATIONS  
OF THE EQUESTRIAN CENTER FACILITY  
AT THE OC FAIR & EVENT CENTER TO:**

**Tuesday, March 12, 2024**

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**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL  
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. By  
Tuesday, March 12, 2024, THE AWARD WILL BE FINAL.**

## Forms: Section C

Documents That Are Part of the Contract to Be Awarded

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

STATE OF CALIFORNIA

### STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R \_\_\_\_\_ A \_\_\_\_\_

AGREEMENT NUMBER

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

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

3. The maximum amount of this Agreement is: \_\_\_\_\_

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work –	Pages
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages
Exhibit J – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages
Exhibit K – Requests for Information (RFI) Addendum	Pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

#### CONTRACTOR

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

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR BUSINESS ADDRESS

#### STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTING AGENCY ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of  
General Services Use Only**

☐ Exempt per:

## **EXHIBIT A – SCOPE OF WORK**

### **CONTRACT REPRESENTATIVES**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

### **CONTRACTOR NAME:**

Contractor contact information

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

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

The District reserves the right to terminate any contract with or without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

### **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

### **BUDGET DETAIL:**

District Account #:

### **PAYMENT PROVISIONS:**

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

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

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

-End Exhibit B-



## **EXHIBIT C – GENERAL TERMS AND CONDITIONS**

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.

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

Page 2 of 4

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

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

Page 3 of 4

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

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

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

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

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

Page 4 of 4

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

Page 1 of 4

**CCC-04/2017 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

Page 2 of 4

### **3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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



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

Page 4 of 4

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

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

**6. RESOLUTION:**

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

**7. AIR OR WATER POLLUTION VIOLATION:**

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

**8. PAYEE DATA RECORD FORM STD. 204:**

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

-End Exhibit D-

## **EXHIBIT E – INSURANCE REQUIREMENTS**

Page 1 of 3

### **California Fair Services Authority #23-01-01**

#### **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, burnout contests/competitions, 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, endure, 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 such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$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

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

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.

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

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. Fair time 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 – OC FEC MEGAN'S LAW SCREENING & CERTIFICATION FORM**

Page 1 of 3

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

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

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

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

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

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

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

Page 2 of 3

**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:** \_\_\_\_\_

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

**Other/Explanation if Needed:** \_\_\_\_\_

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

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

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, 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 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

## Page 3 of 3

[illegible]

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



## **EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 1 of 1

**Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.**

**Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.**

### **Procedure 0001**

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

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

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

-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.

### **1. 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.

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

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

### **11. PAYMENT**

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

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

### **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 OC FEC grounds.
- D. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- E. Contractor is to keep all compound and chemicals out of storm drains & sewers.

## **ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 5 of 5

- F. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

### **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**

Page 1 of 3

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

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

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

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

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



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

Page 2 of 3

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

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

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

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

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

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

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 \_\_\_\_\_, 2021

**OCFEC BUSINESS PARTNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

END OF RFP – MOEQC-01-23