

R. *JA* A. *LD* F. *mar*

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

SOUND EQUIPMENT HERITAGE STAGE & ACTION SPORTS ARENA

LOW COST

INVITATION FOR BID (IFB)

IFB NUMBER: SEHSASA-01-20

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

Date Issued: Monday, March 16, 2020

Public Bid Opening: Friday, April 3, 2020  
(Administration Building)

Bids must be received no later than Friday, April 3, 2020, 11:00 a.m.

Clearly marked with the following:

SOUND EQUIPMENT HERITAGE STAGE ACTION SPORTS ARENA  
IFB NUMBER: SEHSASA-01-20  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

OR

EMAIL PROPOSAL TO: [IFB@OCFAIR.COM](mailto:IFB@OCFAIR.COM)

Contact Person: Kelly Vu

E-mail: [IFB@ocfair.com](mailto:IFB@ocfair.com)

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

Prospective bidders to send email request to [IFB@ocfair.com](mailto:IFB@ocfair.com) to receive notification

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

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**PART I  
DEFINITIONS**

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

**PART II  
GENERAL INFORMATION**

**A. INVITATION FOR BID (IFB)**

The Board of Directors of the 32<sup>nd</sup> District Agricultural Association, in releasing this IFB, intends to award a contract for the Sound Equipment Heritage Stage, Action Sports Arena for the OC Fair & Event Center from May 15, 2020 through April 14, 2022, with three (3) one-(1) year options. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

**B. BIDDER RESPONSIBILITY**

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

**C. DELIVERY OF PROPOSALS**

Proposals must be electronically submitted prior to the closing time and by e-mail\* to [IFB@ocfair.com](mailto:IFB@ocfair.com) or by hard copy at the address listed below. Failure to meet these requirements will result in an unaccepted proposal.

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

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

- One (1) PDF copy of the entire proposal.
- If submitted in hard copy form, the package shall contain (1) copy of the proposal.
- The proposal to contain a cover letter with the Bidder's name and the following:

**BID PROPOSAL: SEHSASA-01-20  
DUE DATE: Friday, April 3, 2020, 11:00 A.M.  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center/Administration Building  
88 Fair Drive  
Costa Mesa, California 92626**

- Proposals must be submitted to the District's Administration Office and received by hard copy or email to [IFB@ocfair.com](mailto:IFB@ocfair.com) no later than Monday, March 16, 2020, 11:00 a.m. The District's Administration Office is open Monday through Friday, from 8:00 a.m. – 5:00 p.m., and is closed on holidays. Pursuant to the law, no proposals shall be considered which have not been received at the place by the closing time, stated in this IFB.

**D. CONTRACT AWARD**

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

If the contract is awarded, it shall be granted to the qualified responsible Bidder who proposed the lowest cost. Prior to the Board awarding a contract, the District shall post a "Notice of Proposed Award" on the OC Fair website for five (5) working days. In addition, an email containing a link to the notice will be emailed to each Bidder.

A contract award is not final until:

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

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

#### E. TENTATIVE SCHEDULE

IFB Released	Monday, March 16, 2020
**Questions due via email – 5:00 p.m.	Friday, March 27, 2020
Answers sent to all bidders via email	Tuesday, March 31, 2020
<b>Proposal Deadline – 11:00 a.m.</b>	<b>Friday, April 3, 2020</b>
Bid Opening 11:00 a.m. (Admin. Bldg.)	Friday, April 3, 2020
Post/mail "Notice of Proposed Award"	Tuesday, April 7, 2020
OCFEC Board of Directors	Thursday, April 23, 2020
Proposed Contract Commences	Friday, May 15, 2020

\*\*All questions are to be submitted in writing to [IFB@ocfair.com](mailto:IFB@ocfair.com) by the date and time specified above. All questions and answers will be distributed to all Bidders by the date specified above. No IFB related questions will be answered after questions are due.

**F. BIDDER/CONTRACTOR STATUS FORM**

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

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

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

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

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

- 2. ALL Bidders must complete and submit the Bidder and Subcontractor Performance Declaration, GSPD-05-105 (Attachment 3) found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>
- 3. IF Bidder answered "yes" to any question on the GSPD-05-105, Bidder must submit Disabled Veteran Business Enterprise Declarations, DGS PD 843 found at [https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

**H. SMALL BUSINESS PREFERENCE**

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

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

If Bidder is claiming the five percent (5%) small business preference, a copy of the OSDS Small Business Certification must be submitted with the proposal (see Part VIII – Mandatory Format and Content Requirements, Paragraph B).

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

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

#### **I. INSURANCE**

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

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

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ 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."

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

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

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

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

#### **K. SIGNATURE**

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

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

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

#### **M. SINGLE PROPOSAL RESPONSE**

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

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder

is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable.

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

**N. NON-ASSIGNMENT**

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

**O. LOSS LEADER**

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

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

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

**Q. POST AWARD DISPUTES**

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

**R. EXPATRIATE CORPORATION:**

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

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

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



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

**PART III  
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION**

**A. IFB REQUIREMENTS AND CONDITIONS**

**1. Resulting Contract**

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

- a. General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, Insurance Requirements. (CCC,GTC), Special Terms and Conditions  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- b. The Statement of Work to be performed and/or work requirements set forth in this IFB.
- c. Addenda subsequent to the initial release of the IFB.
- d. The District's response to written questions and clarification to the IFB.
- e. All Exhibits.

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

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

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

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

**3. Addenda (Changes to the IFB)**

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

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

**4. Definitions**

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

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

## 5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

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

A proposal may be rejected if:

- It contains false or misleading statements or references, which do not support attributes or conditions, contended by the bidder. (The proposal shall be rejected if, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this IFB.)

## 6. Right to Reject Any or All Proposals

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

## 7. Protests

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

- Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 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: Kelly Vu  
88 Fair Drive  
Costa Mesa, CA 92626  
FAX: (714) 708-1876

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

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

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

**PLEASE NOTE**, failure to file notice of protest by the conclusion of the fifth (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 IFB will become the property of the District. All proposals, evaluation shall be available for public inspection at the conclusion of the process and announcement of intent to award. If an individual requests copies of these documents, the District will assess a fee to cover duplicating costs. Documents may be returned only at the District's option and at the bidder's expense.

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

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

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

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

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

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

## PART IV HISTORY & GENERAL INFORMATION

The OC Fair & Event Center (OCFEC) is a 150-acre multi-use property owned and operated by the 32<sup>nd</sup> District Agricultural Association (the "District"), a California state institution. The District is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The OC Fair & Event Center is used throughout the year for both public and private events, and educational and community activities. The OC Fair & Event Center hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

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

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

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

The OC Fair & Event Center is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Friday from noon to midnight, and Saturday and Sunday from 11 a.m. to midnight. Attendance at the OC Fair has exceeded 1.3 million guests for several years. The 2019 OC Fair dates were July 12 through August 11.

In 2020, the OC Fair will celebrate its 130<sup>th</sup> year and is scheduled to take place Friday, July 17, through Sunday, August 16. It is anticipated additional quantities of tenting, drapery and furniture will be required for July and August to support the celebration. Due to increased year round event activities and access, different areas require setup in mid/late June. Increased quantities are reflected on the Financial Proposal Bid Forms (see Part X) to meet these requirements.

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

Imaginology takes place annually in April over a three-day weekend, which will take place April 17-19, 2020. 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. Imaginology attracts over 35,000 guests per year.

OCFEC also features two additional programs for the public that are independently operated. The equestrian center includes barns, riding arenas and other facilities supporting the equine community, and is used by private boarders and trainers. Members of the public are welcome to visit. The OC Market Place offers shopping and entertainment on most weekends and is open for the public to enjoy. Both programs are operated by independent contractors pursuant to agreements with the District.

**PART V**  
**STATEMENT OF WORK TO BE PERFORMED**

The District is soliciting Bids for the Sound Equipment Heritage Stage and Action Sports Arena. The Agreement term for these Services shall be for May 15, 2020 through April 14, 2022 with three (3) one (1)-year options.

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

In 2020, the OC Fair will celebrate its 130<sup>th</sup> year and will take place Friday, July 17, through Sunday, August 16. Heritage Stage and Action Sports Arena shows are highlights of the OC Fair, and are only a couple components of robust programming in agriculture, attractions, amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

**A. OVERVIEW OF CURRENT SOUND MITIGATION**

The 32<sup>nd</sup> District Agricultural Association ("District") is seeking a highly qualified, professional audio company to provide sound equipment and services for Heritage Stage and Action Sports Arena at the OC Fair & Event Center. 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 (9)-member Board of Directors appointed by the Governor of California.

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

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

In 2020, the OC Fair will celebrate its 130<sup>th</sup> year and will take place Friday, July 17, through Sunday, August 16. Heritage Stage and Action Sports Arena are part of the larger OC Fair and comprise an "event within the event" orientation. While entertainment is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

The sound systems located at Heritage Stage and Action Sports Arena will require services as outlined in this IFB. The Heritage Stage and Action Sports Arena are open-air venues and located outdoors.

The OC Fair & Event Center property enforces a strict noise ordinance in order to mitigate nuisance sound capable of reaching the neighboring communities, the monitoring of which takes place 360 degrees around the property. As such, Contractor shall adhere, with vigilance and without variation, to all detailed sound level information stipulated herein.

Contractor's services shall include providing rental sound equipment, personnel and services for the annual OC Fair, as indicated below.

**1. Minimum Qualification Requirements:**

- a. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements, and ability to adhere to the overall intent of the specified system design;
- b. Contractor and/or Contractor Personnel shall have demonstrated technical ability working with line-array type loudspeaker systems as well as the ability to install, operate, and remove multiple sound systems.

- c. Contractor and/or Contractor Personnel shall have documented evidence of five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the OC Fair & Event Center meeting the following requirements:
  - i. A minimum of five (5) or more consecutive days of performances in multiple locations in a fixed, non-touring application;
  - ii. Venues serviced by Bidder had a minimum 800,000 or more in event-wide attendance;
  - iii. Bidder was primary equipment provider; and
  - iv. Bidder serviced a minimum of one (1) equivalent venue in 2018 and/or 2019.
- d. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

## **B. OVERVIEW OF CURRENT SOUND MITIGATION**

A general awareness of all OC Fair sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the OC Fair onto surrounding neighborhoods.

1. Four (4) primary sound systems exist within the confines of the OC Fair, three (3) of which are required as part of this IFB (a, b and c below), and are discussed in brief so as to understand the impact of OC Fair sound:
  - a. The Hangar Building Sound System (indoor) is a semi-enclosed venue and **NOT** a requirement of this IFB, which also includes two (2) small sound arrays flown outside to cover a portion of the Main Mall, and is a requirement of this IFB.
  - b. Action Sports Arena Sound System (outdoor) is an open-air venue and is a requirement of this IFB.
  - c. Heritage Stage Sound System (outdoor) is an open-air venue and is a requirement of this IFB.
  - d. Pacific Amphitheatre (outdoor) is an open-air venue and **NOT** a requirement of this IFB. However, it is referenced in this IFB to ensure Contractor is aware of and understands all major sound systems onsite as noise mitigation is of the highest concern to the District in the interest of being a good neighbor to the community as well as to meet legal requirements. The Pacific Amphitheatre consists of a large line array speaker system along with complex stage monitor systems.
2. Although the OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre, property-wide noise mitigation is required. The injunction states that the sound level must not exceed 55 dB at a specific residence near the OC Fair, specifically located at 547 Serra Way. The house is approximately 2,000 feet from the Action Sports Arena. While sound measurements are taken at 547 Serra Way, they are also taken throughout the surrounding neighborhoods to understand noise levels in the community and minimize the impact of OC Fair sound on them. The District requires immediate mitigation of OC Fair noise levels of 55 dB at any residence in the community.
3. All sound systems will continue to have strict sound control measures in place.

## **C. SOUND MITIGATION AND MONITORING REQUIREMENTS**

1. Contractor is an integral part of monitoring Sound Pressure Levels (SPL). Contractor shall have adequate SPL measurement capability at Action Sports Arena and Heritage Stage, and ensure Contractor Personnel is completely aware of maximum sound levels and capable of complying with all requirements listed herein. Contractor shall control sound levels at each of the three (2) venues by ensuring proper levels are maintained, whether Contractor's staff or visiting engineers are running the equipment.

2. For all venues, maximum, broadband (20 Hz to 15 KHz) noise level, measured at front of house (FOH), shall not exceed an average of 95 dB flat weighted, under any circumstances.
3. For all applicable venues, behind stage measured noise level shall not exceed peaks of 70 dB, flat weighted, under any circumstances. This includes indirect FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
4. The District's objective and ordinance requirements are to keep SPL at or below 55 dB in ALL surrounding neighborhood areas where residences are located.
5. Any combination of factors resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of sound level until the level in the neighborhood is within compliance. In summary:
  - a. No more than 55 dB in any neighboring residential area.
  - b. No more than 70 dB, flat weighted, behind stages.
  - c. No more than 95 dB, flat weighted, at FOH.
  - d. If any combination of the above results in greater than 55 dB in any area where housing is located, levels shall be immediately decreased until compliance is met.
6. Contractor shall take measurements during each event to ensure that the level is at or below 95 dB at FOH, 70 dB at the rear of the stage.
7. In all cases, Contractor shall:
  - a. Not interfere with surrounding vendor activities.
  - b. Maintain a level consistent with the program material and audience size to be covered.
  - c. Ensure sound level 10 feet from speakers will not exceed 90 dB if speakers are in close proximity to audience members.
8. Contractor shall apply all necessary conditions to each sound system based upon the nature of the amplified program, distance from audience, overall sound system size and distance from surrounding areas.
9. Contractor shall bear complete responsibility for ensuring compliance as indicated herein and as determined necessary by District Management at all times.
10. Contractor shall immediately respond to requests from District personnel to reduce sound levels.

#### **D. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality sound systems for Action Sports Arena and Heritage Stage (see Part V, Section F – Venue Descriptions, Equipment Lists and Requirements). Sound quality and aesthetic value of equipment is vital.
3. Contractor shall provide versatile personnel and sound equipment capable of meeting the varied requirements of visiting performers, community dance troupes, and motorcycle racing.
4. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.



5. Contractor shall be responsible for maintaining sound and sound-related equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up in/at Action Sports Arena, and Heritage Stage, as specified by the District, according to the performance schedule.
7. Contractor shall provide sound equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform.
8. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
9. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
10. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete sound system is maintained at all times.
11. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph E – Equipment Quality and Requirements, Item 1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
12. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of sound equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form. All equipment must be operated by trained professionals.
13. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this IFB shall be implemented.
14. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2020 OC Fair, but are subject to final requirements and final approval by District Management.
15. All sound equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors or other items used to secure equipment must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
16. The Equipment Lists have been included in Paragraph F – Venue Descriptions, Equipment Lists and Requirements below for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list for the 2020 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
17. The final layout of sound equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.

18. The annual OC Fair setup is subject to change from year to year.
19. The District may require items not called out in this IFB. The District is to be billed at a rate no greater than the amount charged for similar items listed in the IFB for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
20. Contractor shall provide high-quality color photos, and the following simulations in either MAPP or EASE. In addition, CAD drawings showing exact layout are required in PDF form, including drawings and specification sheets, as applicable, of sound configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
21. Upon contract award, Contractor shall immediately begin an analysis and development of sound systems for the 2020 OC Fair and shall have a finalized plan no later than the end of May 2020 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part VI, Section 9 – Licenses, Permits and Certifications.
22. Contractor shall present, for District review and approval, a sound recommendation each year beginning in April 2020, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the sound design layout and required equipment for that year's annual OC Fair.

#### **E. EQUIPMENT QUALITY AND REQUIREMENTS**

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph F – Venue Descriptions, Equipment Lists and Requirements, and may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall be in good repair and will have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
8. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
9. Contractor shall provide and install all power distribution for the complete sound system, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.

10. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
11. Contractor shall supply all rigging, including motors and required lifts to support installation/removal of equipment.
12. Contractor shall keep adequate equipment, components and personnel onsite in order to make any required repairs to the sound system.
13. Contractor shall provide prompt repair or replacement of any faulty equipment.
14. Contractor understands this IFB does not contain exhaustive or complete information for the full functionality of the sound system. Specific equipment is called out in this IFB as required for the overall functionality of the sound system; however Contractor is responsible for ensuring a complete sound design package.
15. The equipment lists provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a high-quality and cost-effective design. Substitutions of loudspeakers are not permitted.
16. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
17. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
19. Contractor shall immediately notify District Management of any hazardous conditions.
20. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.

## F. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS

### 1. Action Sports Arena

- a. The Action Sports Arena is an outdoor venue, with seating for approximately 5,700 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide sound equipment and personnel to support performances and events such as **X-Treme Freestyle Moto-X, Speedway Motorcycle races, Demolition Derby, Monster Trucks, and Rodeo activities.**
- d. In the past, this venue was the most frequent offender of noise limits, primarily due to its proximity to local neighbors and lack of good directional control from the sound system. In 2014, the District installed a permanent, multi-zoned, directional, high-performance sound system in order to maximize audience sound levels, while minimizing out-of-venue sound and nuisance noise. The speaker type, focus and placement are designed to minimize sound spill into nearby populated areas. Contractor's front-end system and monitors will tie into the District's system. The District system includes all amplifiers, processing and speakers for the four (4) audience grandstands.

- e. Contractor shall provide a front of house (FOH) system/cable system capable of tying into the District's established audio system, and shall be augmented by arena monitor speakers supplied by Contractor. The system may be modified depending upon the event(s) taking place at the Action Sports Arena.
- f. The Action Sports Arena Equipment List is below:

**ACTION SPORTS ARENA EQUIPMENT LIST**  
*(Deviations may be requested, with the exception of loudspeakers.)*

QTY	DESCRIPTION
1	24 CHANNEL DIGITAL CONSOLE (A&H, YAMAHA, ETC... ACCEPTABLE) WITH ALL PROCESSING CAPABILITIES, EQ, COMP-LIMITER, GATES, ETC...
1	LAPTOP/MEDIA PLAYER FOR PLAYBACK AUDIO
1	MIC/LINE SNAKE AS REQUIRED
1	POWER DISTRO 200', OR AS REQUIRED FOR CONTRACTOR'S SYSTEM
4	POWERED SPEAKERS ON TRIPODS, TO BE USED AS ARENA MONITOR SPEAKERS, 200' OF SPEAKER CABLE FOR EACH SPEAKER (QSC K12, D&B, ETC... ACCEPTABLE)
1	MIC STAND KIT AS REQUIRED
1	MICROPHONE KIT TO INCLUDE 10 X SM-58, 10 X SM-57, MISC. MICS BASED UPON REQUIREMENTS FOR EACH PERFORMANCE
8	WIRELESS HANDHELD SM-58 MICS, DIRECTIONAL ANTENNAS REQUIRED AS DISTANCE OF REQUIRED OPERATION IS 150' (MAIN ARENA AREA)
1	BOX ASSORTED MIC CABLE, AS REQUIRED FOR CONTRACTOR'S SYSTEM AND MIC KIT, MINIMUM OF 4 X 100' CABLES

**2. Heritage Stage**

- a. The Heritage Stage seating area will accommodate seating for approximately 850 people with additional picnic tables in the open plaza area surrounding the stage.
- b. During the annual OC Fair, this venue typically operates from 11:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide sound equipment and personnel to support performances such as community acts during the day, and headline performances at night.
- d. The Heritage Stage will be located in the Park Plaza grounds area for the 2020 OC Fair. Contractor shall be prepared to provide the equipment to meet the current system plan as detailed in this IFB and make adjustments in system layout. No additional cost shall be charged to the District for redesign of the venue utilizing the same equipment. A contingency of \$25,000.00 will be added to the contract for each year to accommodate the final sound design for the venue, should additional or different equipment be required by the District.
- e. A plan view drawing and photo (see below) serves to illustrate the general system ideas and placement for the Heritage Stage.

# FACILITY MAP

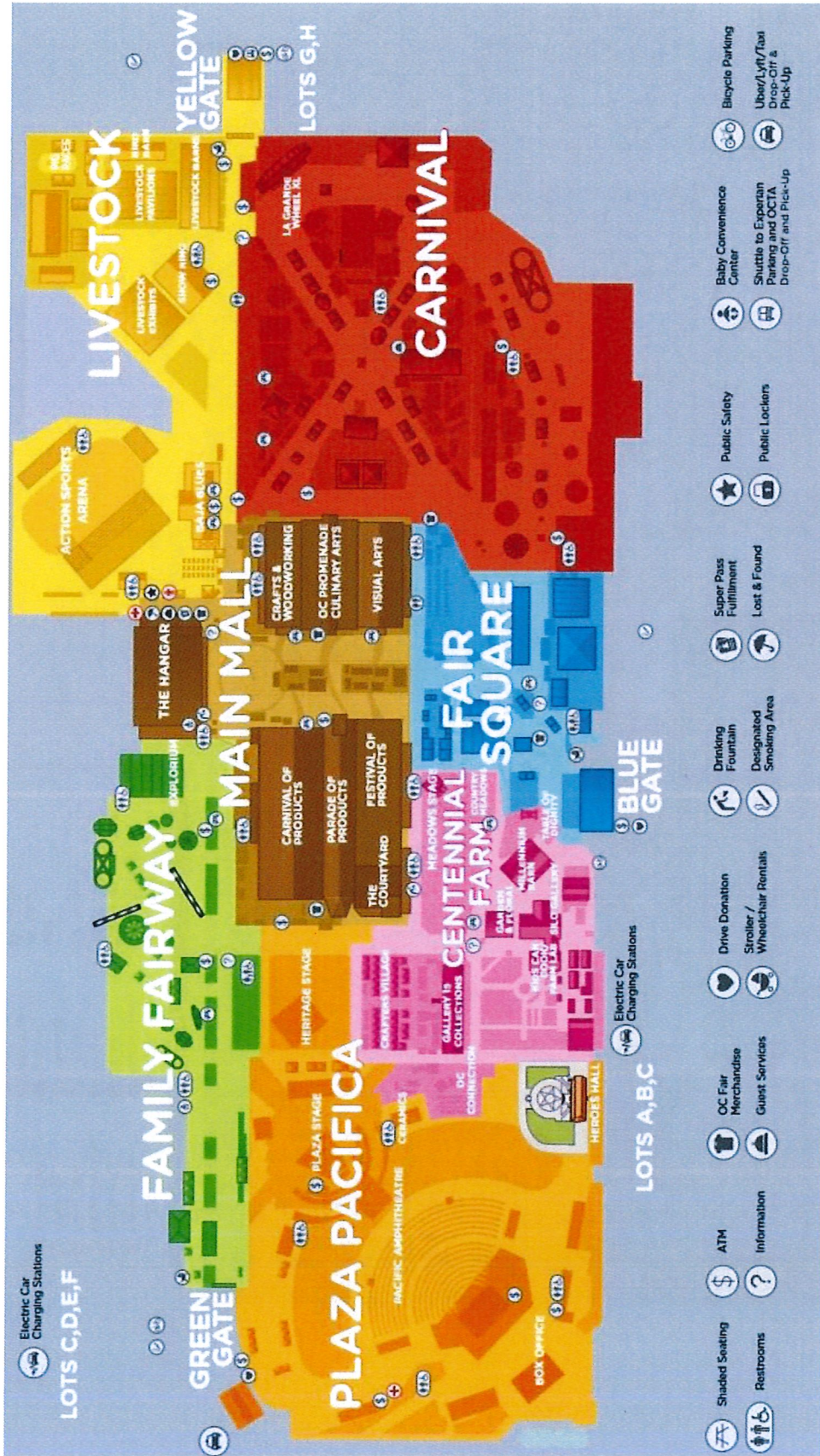


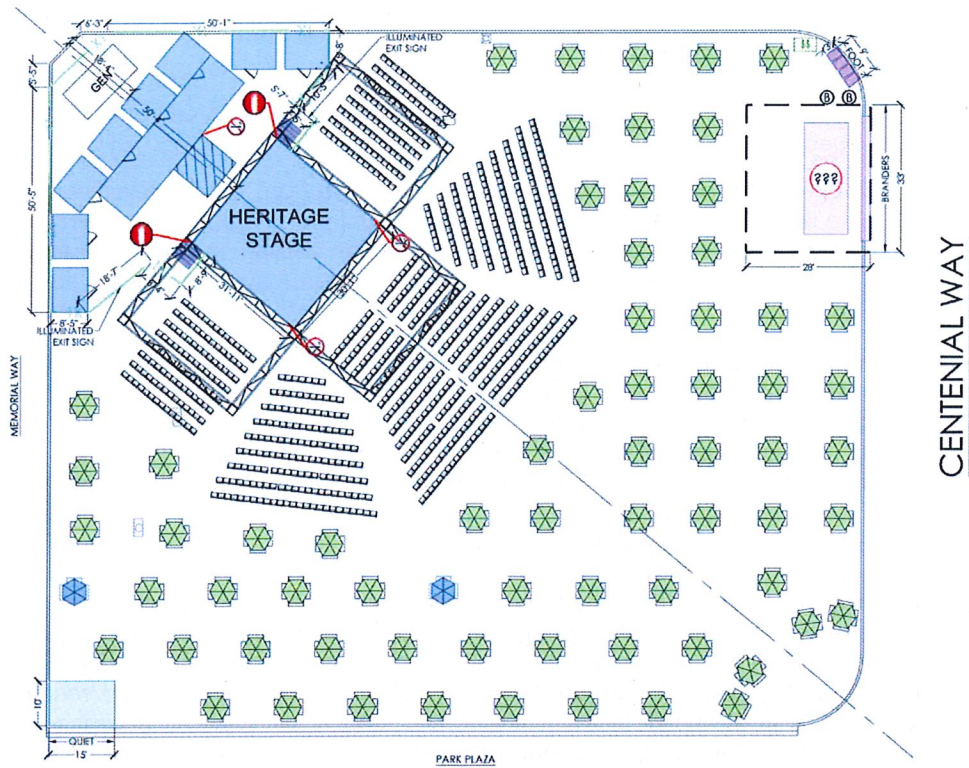
**OC FAIR & EVENT CENTER**  
88 Fair Drive, Costa Mesa, CA 92626

**LEGEND**

<b>EXHIBIT HALLS</b>	<b>MEETING &amp; MULTIPURPOSE AREAS</b>
1 Costa Mesa Building	17 Plaza Pavilion Lobby
2 Scott Ann Pavilion	18 Millennium Barn at Centennial Farm
3 Huntington Beach Building	19 Rice Blues Restaurant
4 Anaheim Building	20 The Rongar
5 OC Promenade	<b>OTHER</b>
6 Los Alamitos Building	21 Security
	22 Box Office
	23 Administration
	24 Maintenance
	25 Equestrian Center
	26 Restrooms
<b>OUTDOOR SPACES</b>	
7 Adren Sports Arena	
8 Main Mall	
9 Park Plaza	
10 Festival Fields	
11 Crafts Village	
12 Courtyard	
13 Country Meadows	
14 Pacific Amphitheatre	
15 Centennial Farm	
16 Homes Hill	

FAIR MAP





- f. Contractor shall utilize all appropriate sound mitigation measures to ensure this system does not negatively impact OC Fair patron experience in other venues or concession stands as well as neighboring housing areas. Specifically:
- g. Contractor shall anticipate the following measures for this stage:

- i. District-provided stage & roof superstructure
  - ii. District-provided (partial) audience area roof
  - iii. FOH is located behind the stage with District-provided camera and display for performance ques
  - iv. Contractor's design shall include a small, flown front speaker system, flown left and right within the left and right extremes of the stage structure at 4 locations, exact locations TBD in order to adequately cover the audience area. Provide all rigging. Cost is a major concern, but quality and coverage must be good. Maximum expected system SPL for design purposes to be 102 dB flat.
- h. For the purposes of this IFB, Contractor shall allow for speakers to be located approximately L/R of stage when developing sound system design. The system consists of a main L/R house system, cardioid subwoofers (mandatory), front fill system, delay system and a fully functioning stage monitor system. Contractor shall allow for a trim height of 25 feet for the L/R arrays when developing sound system design. Exact dimensions and requirements are subject to change at no cost to the District.
- i. Powered speaker systems are preferred.
  - j. Information contained herein assumes bidder will take responsibility to ensure that all systems are fully operational, functional and purpose-matched as outlined in the equipment lists contained herein. Creative substitutions are welcome based on the spirit of the systems as outlined herein. Assume for this IFB that speakers locate approximately L/R of stage. Large stages require 2 X left, 2 X right, to cover the in front and of left/right areas near stages. In general, except as noted, bidder's system should cover a total area of about 100 degrees, inclusive of the total pattern provided by bidder's left/right house systems. Unless noted, separate monitor consoles are not required, although 4 monitor wedges per stage are required and may be passive.
  - k. The Heritage Stage Equipment List is below:

**HERITAGE STAGE EQUIPMENT LIST**

*(Deviations may be requested)*

QTY	DESCRIPTION
1	48 X 24 DIGITAL CONSOLE WITH POWER SUPPLY AND BACK-UP POWER SUPPLY (YAMAHA, ALLEN & HEATH, CREST, ETC. ACCEPTABLE), NO SEMI-PRO BRANDS ALLOWED (MACKIE, BEHRINGER, ETC.) WITH ALL PROCESSING CAPABILITIES, EQ, COMP-LIMITER, REVERBS, GATES, ETC...ABILITY TO BE DIVIDED INTO 4 ZONES: LEFT, RIGHT, FRONT FILL, SUBS
1	LAPTOP/MEDIA PLAYER FOR PLAYBACK AUDIO
1	MIC SNAKE AS REQUIRED
1	POWER DISTRO INCLUDING FULL STAGE, FOH AND MONITOR DISTRO, WITH ALL LUGS, CAMLOCKS, AS REQUIRED, TO TIE INTO DISTRICT POWER SYSTEM
1	SPEAKER CABLE AS REQUIRED
1	MIC STAND KIT AS REQUIRED
1	MICROPHONE KIT AS REQUIRED
4	SHURE U4D+ DUAL RECEIVERS WITH BELT PACKS AND MICROPHONES



4	DPA 4088-B HEADSET MICROPHONES
1	BOX ASSORTED MIC CABLE, WITH ADEQUATE SPARES (10%), AS REQUIRED FOR SYSTEM, SHOW SCHEDULE AND MIC KIT
4	SMALL FORMAT LINE ARRAY SPEAKER MODULES, DIVIDED INTO L/R, IDEALLY- SELF POWERED AND INCLUDE ALL REQUIRED RIGGING, MOTORS, ETC. ALLOW FOR TRIM HEIGHT TO BE 25'. THE DISTRICT MAY ELECT TO NOT USE A LINE ARRAY AND USE A MORE CONVENTIONAL, SINGLE BOX POINT SOURCE SYSTEM, WHICH IS SUBJECT TO CHANGE. FOR THE PURPOSES OF THIS IFB, PROVIDE PRICING AND DESIGN BASED UPON USE OF THE LINE ARRAY. L'ACOUSTICS ARCS 2 WAY LOUDSPEAKER (or equivalent)
4	OUT FILL/SIDE FILL SPEAKERS, LOW PROFILE, HIGH POWER. L'ACOUSTICS 112P (or equivalent)
2	CARDIOID SUBWOOFERS (L/R), MUST INCLUDE CARDIOID ALIGNMENT AND EQ PROCESSING.
4	FRONT FILLS, MTD 108a (or equivalent)
4	M6 WEDGES (or equivalent) WITH AMPS, CABLE PACKAGE, (MONITORS RUN FROM FOH CONSOLE) UP TO 4 WEDGES, AS REQUIRED BY SHOWS

**G. PERSONNEL SERVICES AND REQUIREMENTS**

**1. General Requirements**

- a. Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all sound systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- b. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- c. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
- d. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
- e. Technicians must be present for the initial sound setup, all twenty-three (23) days of the Fair and the final sound strike. Technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event.
- f. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

**2. Setup and Teardown Requirements**

- a. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply sound personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.

- b. Contractor shall be required to provide sound equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up, tested and checked out to the mutual satisfaction of the Contractor and District Management one (1) day prior to opening day of the Fair.
- c. For 2020, it is anticipated Contractor will begin setup on July 13, 2020, and shall have all equipment set up and operational by 5:00 p.m. on July 16, 2020. Exact dates for 2020 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- d. Teardown begins the day after the last performance. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- e. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- f. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this IFB as well as the design plan for that OC Fair run. Photos provided by Contractor in response to this IFB shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph E – Equipment Quality and Requirements, Item 1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.
- h. Contractor shall report any equipment damages to the district for inspection prior to damaged equipment leaving the property for documentation and reporting.

### **3. Show/Rehearsal Crew Requirements**

- a. Contractor shall provide at least one (1) FOH Engineer and one (1) Monitor/System Technician for each of the two (2) sound systems. Contractor shall also provide a minimum of three (3) floating Junior System Engineers who will provide temporary relief to primary operators as well as set/strike equipment for bands and systems at the two (2) venues.
- b. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each show/performance night. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening. A typical workday begins at 10:00 a.m. and ends at midnight.
- c. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- d. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.

- e. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, and provide security for equipment and tear down equipment.
- f. Contractor's personnel shall adapt and be flexible to reasonable requests regarding sound system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.
- g. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's sound system is supplemented for a performance. Technicians will be required to assist whenever the visiting performer's production services are used. Contractor agrees that no additional charges will be assessed against the District for installation, maintenance, or teardown of visiting production equipment.
- h. Contractor shall be prepared to operate the sound system in cases where the performer does not bring its own Sound Engineer. Contractor agrees that no additional charges will be assessed against the District for these services.

**PART VI**  
**ADDITIONAL CONTRACT TERMS AND CONDITIONS**

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

**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. 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.

**3. 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 Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. 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.

**4. 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 District.

**5. Venue Clean-Up**

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

**6. Telephone Numbers**

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

**7. 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 Material Safety Data Sheets (MSDS), 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.

#### **8. 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.

#### **9. 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 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.

#### **10. 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.

#### **11. Insurance**

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

#### **12. Work Permit Law**

If Contractor employs youth under the age of 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.

#### **13. 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.

#### **14. 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.

#### **15. 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 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.

All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

#### **16. 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.

#### **17. Subcontracting**

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

#### **18. Fire Regulations**

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

#### **19. Travel, Transportation and Accommodations:**

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

#### **20. 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) and PO line number, and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

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

#### **21. 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 and receipt of proper invoice.

## **22. 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 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.

## **23. 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 (see Part XI, Exhibit F – Megan's Law Screening Certification and Listing).

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

## **25. 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.

## **26. 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.

**27. Non-Exclusive Agreement**

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

**28. Termination**

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. The District has the right to terminate any contract in its sole and absolute discretion.

**29. Anticipated Contract Term**

The term of the Sales Services contract shall be from May 15, 2020 through April 14, 2022, with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.

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



**PART VII  
EVALUATION & SUBMISSION**

**A. Evaluation**

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

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

**B. Breaking Ties**

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

**C. Submission requirements**

In addition to other information and forms as set out in this IFB, Bidder agrees to the following:  
That the Bidder does not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as the contracting party under the contract. Where applicable, a Bidder must declare in its Proposal any situation that may be a conflict of interest in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as contracting party under this contract.

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

**D. Modification of Bid Documents**

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

**E. Contractor's Terms and Conditions**

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

**F. Board Approval**

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

**PART VIII  
MANDATORY FORMAT AND CONTENT REQUIREMENTS**

**A. INTRODUCTION**

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

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

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

**B. PROPOSAL FORMAT AND CONTENT**

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

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

**C. TECHNICAL PROPOSAL**

1. Each Bidder shall submit, for the purposes of proposal evaluation, a minimum of three (3) references of similar services provided, and
2. Evidence of five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the OC Fair & Event Center meeting the following requirements:

**D. FINANCIAL PROPOSAL BID FORM**

Financial Proposal Bid Form is located in Part IX – Attachment 3 in this IFB and will be used to determine the “not to exceed” amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified above in Paragraph B – Proposal Format and Content.

**PART IX  
FORMS**

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

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

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

<u>Document</u>	<u>Document Name/Description</u>
_____ Attachment 1	Bidder/Contractor Status Form (2 Pages) (with applicable Corporate Resolution) – <b><u>Must be submitted</u></b>
_____ Attachment 2	Technical Proposal – (with 3 references and evidence of 5 years of relevant experience) – <b><u>Must be submitted</u></b>
_____ Attachment 3	Financial Proposal Bid Form (3 Pages) – <b><u>Must be submitted</u></b>
_____ Attachment 4	One (1) Bidder and Subcontractor Performance Declaration, GSPD-05-105 – <b><u>Must be submitted</u></b>
_____ Attachment 5	Darfur Contracting Act Certification <b><u>Must be submitted</u></b>
_____ Attachment 6	DGS PD 843 DVBE Declaration ( <i>if applicable</i> )
_____ Attachment 7	OSDS Small Business Certification ( <i>if applicable</i> )

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

Notice of Proposed Award, after proposed awardee is determined

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

STD. 213, Standard Agreement  
Exhibit A – Scope of Work  
Exhibit B – Budget Detail and Payment Provisions  
Exhibit C – GTC 4/17 – General Terms & Conditions  
Exhibit D – CCC 4/17 – Certification  
Exhibit E – Insurance Requirements  
Exhibit F – Megan’s Law Screening & Certification  
Exhibit G – Uniform and ID Procedures & Certification  
Exhibit H - Additional Contract Terms & Conditions

**PART X  
ATTACHMENTS (1, 2, 3, 4, 5)**

**ATTACHMENT 1  
BIDDER/CONTRACTOR STATUS FORM**

**IFB # SEHSASA-01-20**

Page 1 of 2

Contractor's Name \_\_\_\_\_ Federal Employer ID # \_\_\_\_\_  
(full business name)  
Address \_\_\_\_\_ County \_\_\_\_\_  
City \_\_\_\_\_ Zip Code \_\_\_\_\_  
(principal place of business)

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

\_\_\_\_ Individual    \_\_\_\_ Limited Partnership    \_\_\_\_ General Partnership    \_\_\_\_ Corporation

**Individual** (Please check one)    \_\_\_\_ Resident    \_\_\_\_ Non-Resident

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

\_\_\_\_\_

**Partnership** (Please check one)    \_\_\_\_ General Partnership    \_\_\_\_ Limited Partnership

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

\_\_\_\_\_  
\_\_\_\_\_

**Corporation**

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

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

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

**CURRENT OFFICERS: President:** \_\_\_\_\_ **Vice President:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

**ATTACHMENT 1  
BIDDER/CONTRACTOR STATUS FORM**

**IFB # SEHSASA-01-20**

Page 2 of 2

**Fictitious Name**

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

**Small Business Preference**

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

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

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

**Pending Litigation or Hearings**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
**Print Name & Title**

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

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

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

**ATTACHMENT 2  
TECHNICAL PROPOSAL**

**IFB # SEHSASA-01-20**

Page 1 of 1

**BIDDER REFERENCES**

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

---

**REFERENCE 1**

---

Name of Firm:				
Street Address:	City:	State:	Zip Code:	
Contact Person:		Telephone Number:		
Dates of Service:		Value or Cost of Service:		
Email Address:				

---

Brief Description of Service Provided:

---

**REFERENCE 2**

---

Name of Firm:				
Street Address:	City:	State:	Zip Code:	
Contact Person:		Telephone Number:		
Dates of Service:		Value or Cost of Service:		
Email Address:				

---

Brief Description of Service Provided:

---

**REFERENCE 3**

---

Name of Firm:				
Street Address:	City:	State:	Zip Code:	
Contact Person:		Telephone Number:		
Dates of Service:		Value or Cost of Service:		
Email Address:				

---

Brief Description of Service Provided:

ATTACHMENT 3  
FINANCIAL PROPOSAL BID FORM

IFB # SEHSASA-01-20

Page 1 of 2

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

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

Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

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

DO NOT MODIFY THE FORMAT

**THE EXCEL SPREADSHEET IS  
CONSIDERED PAGE 2 OF 2 OF THE  
FINANCIAL PROPOSAL BID FORM. THERE  
ARE TWO TABS. ALL BIDDERS MUST  
COMPLETE THE FINANCIAL COMPONENT  
AND SIGNATURE TABS**

Action Sports Arena Equipment Package - RUN OF FAIR (Currently 23 Days)			2021	2022	2023	2024
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Action Sports Arena Package Price	Action Sports Arena Package Price	Action Sports Arena Package Price	Action Sports Arena Package Price
1	24 CHANNEL DIGITAL CONSOLE (A&H, YAMAHA, ETC. ACCEPTABLE WITH ALL PROCESSING CAPABILITIES E.G. COMPA-WITH, GATES, ETC.		\$ -	\$ -	\$ -	\$ -
1	LAPTOP/MEDIA PLAYER FOR PLAYBACK ALREADY		\$ -	\$ -	\$ -	\$ -
1	MIC/NE SHAKE AS REQUIRED		\$ -	\$ -	\$ -	\$ -
1	CONSOLE DISTO 200, OR AS REQUIRED FOR CONTRACTOR'S SYSTEM		\$ -	\$ -	\$ -	\$ -
4	POWERED SPEAKERS ON TRIPPODE, TO BE USED AS ARENA MONITOR SPEAKERS (2X) OF 50 WATTERS CABLE FOR EACH SPEAKER/MSDC 1/2, DMR, ETC. ACCEPTABLE)		\$ -	\$ -	\$ -	\$ -
1	MIC STAND KIT AS REQUIRED		\$ -	\$ -	\$ -	\$ -
1	MICROPHONE KIT TO INCLUDE 10 X SMALL 10 X SMALL MISC. MICS BASED UPON REQUIREMENTS FOR EACH PERFORMANCE		\$ -	\$ -	\$ -	\$ -
8	WIRELESS "HANDHELD" "SHAKE" MICS "DIRECTIONAL ANTENNAS" REQUIRED AS DISTANCE OF BEQUEILD OPERATIONS 150' (MAIN ARENA AREA)		\$ -	\$ -	\$ -	\$ -
1	BOX ASSORTED MIC CABLE, AS REQUIRED FOR CONTRACTOR'S SYSTEM AND MIC KIT. MINIMUM OF 4 X 100' CABLES		\$ -	\$ -	\$ -	\$ -
Action Sports Arena Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ -	\$ -	\$ -	\$ -
Action Sports Arena Sound Equipment Contingency (Contingency is provided to accommodate final sound design for the venue in the event equipment changes are needed by the Client)			\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ACTION SPORTS ARENA SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)			\$ -	\$ -	\$ -	\$ -

Heritage Stage Equipment Package - RUN OF FAIR (Currently 23 Days)			2020	2021	2022	2023	2024
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Heritage Stage Package Price	Heritage Stage Package Price	Heritage Stage Package Price	Heritage Stage Package Price	Heritage Stage Package Price
1	24 CHANNEL DIGITAL CONSOLE WITH POWER SUPPLY AND BACKUP POWER SUPPLY (YAMAHA, A&H, HEATH, CREST, ETC. ACCEPTABLE) NO SHAKING HANDS ALLOWED (MACKIE, BEHRINGER, ETC.) WITH ALL PROCESSING CAPABILITIES (E.G. COMPA-WITH, REVERB, GATES, ETC. ABILITY TO BE DIVIDED LEFT, RIGHT, FRONT FILL, SLURS)		\$ -	\$ -	\$ -	\$ -	\$ -
1	LAPTOP/MEDIA PLAYER FOR PLAYBACK ALREADY		\$ -	\$ -	\$ -	\$ -	\$ -
1	MIC STAND AS REQUIRED		\$ -	\$ -	\$ -	\$ -	\$ -



**ATTACHMENT 4 – 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: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

## ATTACHMENT 4 – 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), OSD 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 \_\_\_ of \_\_\_" accordingly.

**ATTACHMENT 5  
DARFUR CONTRACTING ACT**

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

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

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

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

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

**SAMPLE OF CONTRACT**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 03/19)

**R      A      F**

AGREEMENT NUMBER <b>SA-##</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S 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 \_\_\_\_\_ page(s)

Exhibit B – Budget Detail and Payment Provisions \_\_\_\_\_ page(s)

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (CCC: Attached hereto as part of this \_\_\_\_\_ page(s)

Exhibit - D\* Special Terms and Conditions \_\_\_\_\_

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) \_\_\_\_\_ page(s)

Exhibit F – Megan’s Law Screening Certification and Listing

Exhibit G – Uniform and ID Procedures and Certification

Exhibit H – Additional Contract Terms & Conditions

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.**

<b>CONTRACTOR</b>		California Department of General Services Use Only          <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>CEO OR VP</b>		
Address		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

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

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to [AP@ocfair.com](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

GTC 4/2017

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the

regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "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.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:



- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
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**

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:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) 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.)
  
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](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.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### **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.
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

### California Fair Services Authority #19-02

#### I. Evidence of Coverage

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

- A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  3. Coverages:
    - 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 be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

OR

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

OR

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

OR

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

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### III. Participant Waivers

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

-End Exhibit E-

**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING**  
**OC Fair & Event Center**

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

Company/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone: \_\_\_\_\_

Type of Company/Organization (Circle one):	<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 Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

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

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





## EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

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**PROCEDURE 0004:** Uniforms for Contractors and their Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT H  
ADDITIONAL CONTRACT TERMS AND CONDITIONS**

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

**30. 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.

**31. 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.

**32. 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 Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. 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.

**33. 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 District.

**34. Venue Clean-Up**

**CLEAN-UP:**

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

**35. Telephone Numbers**

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

**36. 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 Material Safety Data Sheets (MSDSs), 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.

### **37. 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.

### **38. 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 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.

### **39. 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.

### **40. Insurance**

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

### **41. Work Permit Law**

If Contractor employs youth under the age of 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.

### **42. 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.

### **43. 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.

**44. 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 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. All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

**45. 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.

**46. Subcontracting**

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

**47. Fire Regulations**

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

**48. Travel, Transportation and Accommodations:**

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

**49. 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) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

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

**50. 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 and receipt of proper invoice.

**51. 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 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.

#### **52. 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 (see Part IX – Forms).

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

#### **54. 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.

#### **55. 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.

**56. Non-Exclusive Agreement**

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

**57. Termination**

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

**58. Anticipated Contract Term**

The term of the Sales Services contract shall be from May 15, 2020 through April 14, 2022 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.

End IFB: SEHSASA-01-20