

Rev. 4/25

32ND DISTRICT AGRICULTURAL ASSOCIATION

MASTER FOOD & BEVERAGE CONCESSIONAIRE SERVICES

HIGH SCORE

REQUEST FOR PROPOSAL

RFP NUMBER: FB-09-25

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

Date Issued: Tuesday, July 1, 2025

Mandatory Walk-Through – Wednesday, July 23, 10:00 am

**Bids must be received no later than Wednesday, September 3, 2025, 11:00 a.m.
Clearly marked with the following:**

**Master Food & Beverage Concessionaire Services
RFP Number: FB-09-25**

**PROPOSALS MUST BE SUBMITTED BY EMAIL TO RFP@OCFAIR.COM via
“WETRANSFER.COM”**

Contact Person: Kelly Vu

Email: RFP@ocfair.com

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

Prospective bidders to send email request to RFP@ocfair.com to receive notification/communication.

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

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PART I

DEFINITIONS

| | |
|-------------------------------|--|
| BIDDER/PROPOSER: | The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal. |
| CFSA: | Refers to California Fairs Services Authority, a not-for-profit joint power authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs. |
| CONTRACTOR: | Refers to Bidder selected by the District to provide the services set forth in this RFP. The terms "Bidder," "Proposer" and "Contractor" can be used interchangeably in this RFP. |
| DGS: | Refers to the "Department of General Services," State of California, located at: 707 Third Street, 7 th Floor West Sacramento, California 95605 Attention: Office of Legal Services |
| DISTRICT: | Refers to the 32 nd District Agricultural Association, which is an institution of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The District is located at: 88 Fair Drive Costa Mesa, California 92626 |
| F & E: | Refers to the Fairs & Expositions, a branch within the Division of Marketing Services at the Department of Food and Agriculture, an agency of the State of California. F&E oversees 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 District event held in April of each year. |
| MASTER CONCESSIONAIRE: | Refers to an organization that is granted exclusive rights to manage and operate all or most of the concession services (food, non-alcoholic beverages, bar operations, catering) for the OC Fair & Event Center. Responsibilities include, but are not limited to, concession coordination, facilities management, permitting, compliance, revenue generation, training, equipment maintenance and capital improvement. |
| QUALIFIED: | Refers to the Bidders who submit their proposals according to the guidelines contained in the RFP and meet all other requirements listed in this RFP. |
| OC FAIR/FAIR-TIME: | Refers to the annual OC Fair held in July and August of each year. The terms OC Fair and Fair-time may be used interchangeably in this RFP. |
| RFP: | Refers to this Request for Proposal. |
| 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 RFP 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. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32nd District Agricultural Association is releasing this RFP with the intent to award a contract for the purpose of obtaining **Master Food & Beverage Concessionaire Services** in accordance with the Scope of work listed in this RFP and as directed by the District, from **October 1, 2025 through September 30, 2030, with one (1) five (5) year option** to renew. The agreement option is to be exercised independently and at the sole and absolute discretion of the District. District certification of satisfactory contract performance will be required before the District considers exercising the option.

B. BIDDER RESPONSIBILITY

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

To be considered, qualified Bidders are required to attend a mandatory walk-through session on **Wednesday, July 23, 2025, at 10:00 a.m.** Meet in the Administration Building locate near the Gate 4 entrance off of Arlington Drive. All Bidders must sign in at the walk-through. Proposals will be deemed non-responsive from Bidders who do not attend the mandatory walk-through session.

C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to **Wednesday, September 3, 2025, 11:00 am**, and by email* to RFP@ocfair.com via **wetransfer.com**.

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

D. CONTRACT AWARD

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

Proposer's total financial divided by the highest proposal (factor) X maximum cost points (30) = Points for other proposer.

(Example: Highest proposal \$100,000, second proposal \$75,000)

(Proposal \$100,000 receives 30 points. Proposal of \$75,000 points calculate as follows: \$75,000 divided by other proposal of \$100,000 (factor) x 30 = 22.5 points award to other proposal)

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to and awarding of a contract by the District's Board of Directors, the District shall post a "Notice of Proposed Award" on the District 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 the notice of proposed award has expired;
- Protests filed, if any, have been withdrawn or rejected by the Department of General Services.
- It is approved by the District Board of Directors during a public meeting. The District Board of Directors, in its sole and absolute discretion, may decide not to approve any contract following the RFP process and the District shall have no obligation to reimburse any Bidder for any costs of fees incurred as a result of this RFP.

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

E. TENTATIVE SCHEDULE

| | |
|---------------------------------------|---|
| RFP Released | Tuesday, July 1, 2025 |
| *Job Walk-Through – 10:00 am | Wednesday, July 23, 2025 |
| **Questions Due via Email | Wednesday, August 6, 2025, 5:00 p.m. |
| Answers Sent to All Bidders via Email | Wednesday, August 13, 2025 |
| Proposal Deadline | Wednesday, September 3, 2025, 11:00 a.m. |
| Scoring | Thursday, September 4-8, 2025 |
| Notice of Proposed Award | Tuesday, September 9, 2025 |
| Protest Deadline | Tuesday, September 16, 2025, 5:00 p.m. |
| Board Approval of RFP Award | Thursday, September 25, 2025 |
| Proposed Contract Commences | Wednesday, October 1, 2025 |

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

* The mandatory walk-through is to give Bidders a further understanding of the venue and venue requirements. It is not a time for technical questions relating to the RFP. Plan at least two (2) hours for the walk-through. Comfortable walking shoes are recommended.

** All questions are to be submitted in writing and email to RFP@ocfair.com by **Wednesday, August 6, 2025, 5:00 p.m.** All Bidders will be sent email notification when questions/answers are posted on the District's web site. No RFP related questions will be answered if received after 5:00 p.m. on **Wednesday, August 6, 2025.**

F. BIDDER/CONTRACTOR STATUS FORM

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

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

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

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

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

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>

2. 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/gsp/pd/pd_843.pdf

H. SMALL BUSINESS PREFERENCE

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

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

If Bidder is claiming the 5% small business preference, a copy of Bidder's OSDS Small Business Certification should be submitted with the proposal (This certificate can be obtained here:

<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

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

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

I. INSURANCE

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

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

"That the State of California, the California Fair Services Authority, the 32nd District Agricultural Association (also known as the OC Fair & Event Center), and their respective 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

Bidder's proposal; 4) Any travel expenses in conjunction with Bidder's proposal, and 5) Any other expenses incurred by Bidder prior to contract commencement date.

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

K. SIGNATURE

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

L. PRE-AWARD AUDIT

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

M. SINGLE PROPOSAL RESPONSE

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

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

N. NON-ASSIGNMENT

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

O. LOSS LEADER

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

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

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

Q. POST AWARD DISPUTES

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

4. 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:

- 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.
- "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.
- 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. RFP REQUIREMENTS AND CONDITIONS

1. Resulting Contract

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

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

2. Errors and Requests for Additional Information

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

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

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

3. Addenda (Changes to the RFP)

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

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

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

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

4. Definitions

The use of “shall,” “must” or “will” indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal. Mandatory Technical and Financial Proposal minimum requirements are referenced in Part V, Statement of Work (SOW) to be Performed, under Minimum Requirements, in subparagraph 6, Format.

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

5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II – General Information, Sections C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP as listed in Part VII – Mandatory Format and Content Requirements.
- The Bidder has submitted multiple bids in response to this RFP without formally withdrawing other bids.
- The Bidder is not eligible to do business in California.
- It is not signed.

A proposal may be rejected if:

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

6. Right to Reject Any or All Proposals

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

7. Protests

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

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

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

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

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

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

B. OTHER INFORMATION

1. Dispositions of Proposals

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

2. Confidentiality of Proposals

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

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

3. Modification or Withdrawal of Proposals

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

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

4. Required Forms and Signatures

In order to avoid being considered non-responsive, Bidders need to submit all forms and content as specified throughout this RFP, and must sign where signatures are required.

PART IV

HISTORY & GENERAL INFORMATION

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

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

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

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

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

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

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

The Ranch is a 7.5-acre community education and recreation center on the fairgrounds which features a variety of community programming for the public, along with a portion set aside for boarding and training of privately-owned horses. The Ranch features equine-related exhibits, student programs, public tours, equine assisted activities and other hands-on experiences with horses and is open to the public.

PART V

STATEMENT OF WORK (SOW) TO BE PERFORMED

The District is soliciting Bids for the Master Food & Beverage Concessionaire Services contract. The Agreement term for these services shall be for October 1, 2025, through September 30, 2030, with one (1) five year option. This part describes the work to be performed by the Bidder who is awarded the contract and contains terms and conditions which will be deemed incorporated and become a part of any contract awarded pursuant to this RFP. All terms and conditions are fixed and non-negotiable.

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Minimum Requirements:

1. The submission of a bid shall be considered a verification by the Bidder that (i) the Bidder has observed and carefully examined the RFP as to the nature, quality and Scope of Work to be performed; (ii) the Bidder is capable of performing the type and quality of work identified in the RFP to achieve the District's objectives; and (iii) the Bidder is capable of meeting the administrative compliance requirements in preparation of the bid.

2. **Experience and Regulations**

Bidder must demonstrate a proven record of successfully completing similar projects (of size and scope). In turn, Bidder will possess and maintain all necessary licenses and permits, including but not limited to health permits and alcohol beverage service, as required for the bid proposal. Bidder must also agree to

comply with all District, State, Federal, OC Health Care Agency, Local Fire, and CDTFA regulations, guidelines, applicable laws and industry standards.

Company History and Personnel: Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff, and other key elements of the business. Include a summary of Bidder's experience over the last ten (10) years (2016-2025) in Food and Beverage Concessionaire Management.

Describe background and professional experience of Bidder's management team.

Attach an organizational chart of the proposing company, including the personnel that would be assigned to this contract. Provide a listing of the key staff who will supervise the contract, detailing the qualifications and responsibilities of those key members.

Provide five (5) industry letters of reference written within the past year (2024-2025).

Supporting documents demonstrating Bidder's past experience with providing food and beverage services for an event or function with at least 30,000-50,000 people in attendance per day for a minimum of five (5) consecutive days per week occurring within the last three (3) years (2022-2024), with grand total attendance exceeding 500,000 or greater per event. Acceptable references/documents include clients, suppliers, industry peers, etc.

Description of Bidder's experience with labor relations, contractual and legal issues, personnel management, human resources, safety and training.

Brief description of any litigation or loss brought against Bidder from past or present.

3. Execution of Proposal or Bid

Each Bidder, regardless of organizational structure, must furnish documentation verifying incorporation or recognized legal standing.

If the Bidder is a corporation, the proposal shall be signed in the name of and under seal of the corporation by a duly authorized officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and if the state is other than California, the proposal shall show that the corporation is authorized to do business in the State of California.

If the Bidder is a joint venture, the proposal shall be signed in the name of the person duly authorized to bind the joint venture. The capacity and authority of the person signing shall be shown. The proposal must clearly delineate the area of responsibilities of each firm.

If the Bidder is an individual or sole proprietorship, the proposal shall be signed by the individual person, stating name under which the bidder is doing business.

In any case, the proposal shall show the present business address of the Bidder at which communication from the District Officer or his/her designee and notices served are to be received.

4. Financial Responsibility

The Bidder shall demonstrate financial responsibility and the ability to meet the bid's financial obligations. The District retains the right to audit any, all or a select amount of Bidder(s) at any time to determine financial eligibility. A signed and completed Financial Proposal Bid Form (A-3) must be attached to this RFP bid.

5. Services Anticipated

The District hosts concerts/events over 150 public and private events each year, including the OC Fair, Imaginology and the Pacific Amphitheatre, with the majority of these events taking place on weekends. Attendance at these events varies with multiple events sometimes happening simultaneously. The Bidder will provide food and beverage services, including all alcohol, and proper staffing during these events. Special Catering requests will also be necessary and provided as needed. Bidder will have the necessary experience or qualified background with volunteer services, approved subcontractor services, entertainment and environmental sustainability.

6. Format

Bids must meet the format requirements to be deemed responsive and eligible for consideration by the District. Before submitting a Proposal, the Bidder should carefully review **Evaluation, Selection & Scoring Process; Mandatory Format and Content Requirements; Forms Section**, with format requirements respectively detailed in Part VI, pages 43-44; Part VII, page 46; and Part IX, pages 52-58.

7. Facilities and Capital Improvement Contribution

The Bidder agrees to collaborate on projects that coincide with the District's Master Site Plan, available at [OCFEC Facilities Information - OC Fair & Event Center - Costa Mesa, CA](#)

8. Public Safety

Public safety is the District's number one priority and the Bidder will ensure that the actions of officers, agents, and employees cannot be judged negligent in any way. The Bidder will ensure the professionalism of its employees including, but not limited to appearance, customer service skills and communication skills.

Bidder will abide by the District's Emergency Operations Plan, Crisis Communication Plan and all other relevant safety policies and procedures.

Bidder will ensure all food and beverage concessions are fully accessible for disabled patrons. Bidder shall ensure all exposed cables, equipment, tanks, and hoses on fairgrounds walkways, thoroughfares and any public access area are covered and not in public view. Bidder shall ensure reasonable accommodations to individuals with disabilities and to comply with the (ADA) Americans with Disabilities Act (**General Information, Part II, Sub Item T**).

SCOPE OF WORK

A. Scope of Agreement

This Agreement is for exclusive right to provide food and non-alcoholic beverages, beer, bar operations, catering and any District approved subcontractor's (collectively, the "Food Services") Foodservice for all Year-Round Events at the District's Facilities. In addition, during the annual OC Fair and any other District-Produced Events, this Agreement is for the exclusive right to provide Foodservice at the following venues only: the Baja Bar & Grill, the Hangar, Action Sports Arena, Pacific Amphitheatre, Costa Mesa Building (at the "California Grill"), two permanent concession stands located inside the Main Mall and portable food & beverage locations as determined by the District in its sole and exclusive discretion. **Specifically excluded from this Agreement are:**

1. Wine sold by the Orange County Wine Society;
2. Certified Farmer's Market;

Participation requirements for all District-Produced Events will be mutually agreed upon.

B. Terms of Agreement

This agreement commences on the Contract Commencement Date and expires on September 30, 2030, with the potential option for a five (5) year renewal.

C. Facilities Description

As of the date hereof, the District's Facilities consist of 150 acres located in Costa Mesa, Orange County, California, and includes the following buildings, improvements, and other facilities:

- Pacific Amphitheatre (8,200 capacity) with four permanent concessions stands and backstage kitchen facility.
- Centennial Farm (3 acres)/Silo Building and Millennium Barn (4,413 sq ft).

- Costa Mesa Building, including one concession stand with indoor and outdoor service (approximately 36,000 square feet).
 - Santa Ana Pavilion (approximately 16,000 square feet).
 - Huntington Beach Building, including two concessions stands with outdoor service (approximately 22,000 square feet).
 - Los Alamitos Building (approximately 18,000 square feet).
 - OC Promenade (approximately 20,000 square feet).
 - Anaheim Building (approximately 15,000 square feet).
 - Baja Bar & Grill with small kitchen (approximately 12,000 square feet)
 - The Hangar (approximately 25,000 square feet).
 - Action Sports Arena with one permanent concession stands.
 - The Corporation Yard (approximately 15,000 square feet), 11,000 square feet of which is designated for the commissary/commercial kitchen/storage facility.
 - Foodservice Office.
 - The Ranch Community Center.
 - Livestock Show area.
 - Heroes Hall.
 - Administration Building (30,000 sq ft).
 - On Site Parking.
1. The location of all Foodservice areas to be used by Contractor in the performance of its obligations under this Agreement, whether temporary, portable or permanent shall be designated by the District in its sole discretion. The Master Concessionaire shall acquire no right to any location once assigned and the District reserves the exclusive right to require the Master Concessionaire to move its operations and equipment to facilitate the needs of events scheduled on the District's Facilities, so long as this requirement is not unreasonable.
 2. The District has adopted a Master Site Plan (available at [OCFEC Facilities Information - OC Fair & Event Center - Costa Mesa, CA](#)) for the fairground's property and its Facilities (the "Master Site Plan") which will be implemented, in whole or in part, during the term of this Agreement and any extended term[s] at the District's sole election. The District shall be under no obligation to implement the Master Site Plan. Implementation of the Master Site Plan may require Master Concessionaire to relocate all or part of its business, equipment, fixtures, improvements, smallwares and/or operations to a reasonably available space at the District's Facilities. The selection of any site on the District's premises for relocation, if required, is in the sole and exclusive discretion of the District. All costs arising out of, or in any way related to any relocation required under this subparagraph will be at the sole expense of the Master Concessionaire.
 3. During the term of this Agreement, new and/or expanded structures, buildings, and/or venues may be constructed on the District's property. These new and/or expanded structures, buildings, and/or venues will become subject to the jurisdiction of this Agreement only upon the election of the District, which will be exercised in the District's sole and exclusive discretion.
 4. During the term of this Agreement, in the event the District's Facilities become unusable due to construction, damage, or any other reason, the District shall have no obligation to Master Concessionaire for the time during which such Facilities are unusable. Master Concessionaire may terminate this Agreement should the entire facility become unusable in excess of 120 days and Master Concessionaire and

District mutually agree that the Master Concessionaire's operations are materially impacted.

D. Use of Premises

1. Master Concessionaire shall not permit the subject premises to be used in whole or part during the term of this Agreement for any purpose other than as herein set forth without the prior written approval of the District, which approval shall not be unreasonably withheld. Should such approval be granted, the District reserves the right to assess Master Concessionaire a fee for such use. Approval by the District shall also be required for off grounds use of equipment such mobile food concession trailers for which the District may choose to assess fees (based on size of event, location and personnel required) for such off grounds use.
2. The right to sell food and beverages shall not preclude an agricultural or dairy entity or its representative, as the District's Permittee, from promoting, selling or giving away agricultural or dairy products during the OC Fair; nor shall such right prevent consumer taste-testing of products under the OC Fair Consumer Reaction Program; nor shall such right prevent any commercial exhibitor from taste-testing their product; nor shall such right prevent the District from operating demonstration kitchens and taste-testing items prepared in these kitchens.
3. Location of all concession stands, whether temporary or permanent, and location of storage and office space required by the Master Concessionaire shall be at the District's sole approval, and may be located and relocated when required.
4. Master Concessionaire hereby expressly agrees that unless the conditions stipulated in Agreement are complied with, Master Concessionaire has no right to use occupancy or enjoyment of the premises, notwithstanding any other contractual provisions of the Agreement or contractual obligations with any other person, business or entity.
5. Master Concessionaire shall accept the premises in their existing condition. The District is under no obligation make repairs to or on the premises before or during the term of this Agreement. No warranties, express or implied, as to the existing condition of the premises have been made to the Master Concessionaire.
6. Master Concessionaire shall maintain the grounds, facilities and equipment to which Master Concessionaire, Master Concessionaire's employees, agents, licensees, or any member of the public has access by reason of the Agreement in condition required under Agreement and Master Concessionaire agrees to return the equipment in the same condition as it was before the use of the same was permitted thereunder, ordinary wear and tear, damage by the elements, Acts of God, or casualties beyond the control of Master Concessionaire excepted as to both promises.
7. Master Concessionaire shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the District without a specific written authorization by the District for that purpose.
8. Master Concessionaire agrees to cooperate with Fire Marshal in providing all requested information and in complying with all direction regarding layouts, fire extinguishers, and any other concerns of Fire Marshal.
9. Master Concessionaire agrees to cooperate with the OC Health Care Agency in providing all requested information and complying with all pertinent regulations. This

cooperation is implied with District's Food Safety Department.

10. Master Concessionaire shall utilize the premises in an orderly manner and in compliance with all present and future applicable federal, state, and local statutes, ordinances, rules and regulations, including the proper possession of any applicable licenses or permits.
11. The District reserves the right to enter the Master Concessionaire's premises to inspect, investigate and survey the premises as deemed necessary by the District and the right to do any work of any nature in any location at the District on the OC Fair & Event Center property necessary for its preservation, maintenance, and operation. Master Concessionaire shall use the premises in such a manner so as not to cause interference to the District.
12. The route of access to the premises may be designated and redesignated by the District at any time.
13. Master Concessionaire shall agree that the premises and any improvements upon the premises shall at all times remain free and clear from all mechanics liens and free from any and all claims liable to ripen into mechanical liens.
14. This Agreement shall not convey, demise, or let any interest of the District or the State in any real property, and the occupancy of such premises by Master Concessionaire or the acceptance of rent by the District during the term of, or during any holdover under the Agreement, shall not confer on Master Concessionaire any title, interest, or right in real property against the District
15. Master Concessionaire will be prepared to make semiannual and/or annual reports to the District, detailing inventory, building usage and condition of the premises, at times agreed upon by both parties.

E. Personnel

1. Master Concessionaire will employ all necessary personnel to fulfill its obligations under this Agreement.
2. All Foodservice employees are employees of the Master Concessionaire and not the District. No agent, servant, or employee of the Master Concessionaire will under any circumstances be deemed an agent, servant, or employee of the District.
3. The District requires Master Concessionaire's employees to have in their possession badges, identification cards, or credentials while Master Concessionaire's employees are on the District's premises. Master Concessionaire will keep accurate records of the names, addresses and other legal identification of its employees who are issued badges, identification cards, or credentials.
4. All of Master Concessionaire's employees, agents, servants, volunteers, independent Master Concessionaires and/or employees, agents servants, volunteers, independent Contractors of Master Concessionaire's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" (Exhibit F) 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. Master Concessionaire 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. A full, true, and correct copy of the current Megan's Law policy is attached as Exhibit F. Master Concessionaire will be solely responsible for all costs and expenses incurred under this subparagraph E (4).

5. Master Concessionaire's full time management staff will consist of an On-Site General Manager, Operations Manager, Executive Chef, Controller/Office Manager, and a Commissary/Maintenance Manager or the equivalents (collectively, "On-Site Management"). Master Concessionaire will maintain a full-time office at the District's Facilities (currently near the Action Sports Arena).
6. Master Concessionaire's On-Site Management is subject to approval of the District during the entire Term of this Agreement. Master Concessionaire's On-Site Management will have no responsibilities at other venues without the District's prior written consent. The District has the right, in accordance with applicable law, to require replacement of On-Site Management or any member of On-Site Management. If the District requests a replacement for the On-Site Management or any of the staff, Master Concessionaire will have five (5) days to provide a temporary replacement, subject to District approval, and fifteen (15) days to provide the District with at least three (3) resumes of candidates proposed by Master Concessionaire for a permanent replacement.
7. In the event that Master Concessionaire, or its On-Site Management Team, serving as the Master Concessionaire for the District, ceases to devote substantially all of their business time and attention to the Master Concessionaire's assigned duties and responsibilities for any reason, including death, disability, resignation, systemic organizational disorder, mismanagement, or internal disruption, including termination, the District's Contract Representative shall notify the Executive Management Team and the Board of Directors promptly. Upon such an event, this Agreement shall be suspended, investments halted, or a meeting shall be convened within five (5) business days to determine next steps. The continuation of this Agreement beyond such an event shall be subject to the District's written approval.
8. Master Concessionaire's proposed Regional and Area Management throughout the term of the Agreement, is subject to District approval. The District has the right, in accordance with applicable law, to require replacement of Regional and/or Area Management. If the District requests a replacement of Regional or Area Management, Master Concessionaire will have five (5) days to provide a temporary replacement, subject to District approval, and fifteen (15) days to provide the District with at least three (3) resumes of candidates proposed by Master Concessionaire for a permanent replacement.
9. Master Concessionaire will conduct regular training sessions on a year-round basis for all employees and personnel. All training sessions are subject to District approval. Master Concessionaire's training will include classes on customer service, diversity and harassment training, cash handling and inventory control, and alcohol awareness. Master Concessionaire will also provide all required skills training to each employee necessary for the position to be filled by each employee including food preparation, quality control, restaurant and VIP service training, food safety, equipment safety, sanitation, banquet service, buffet set-up, food merchandising and Alcohol Compliance "Smart Serve." Master Concessionaire will provide District

annually with a schedule of proposed training sessions for the year and an attendance summary for training performed during that same time.

10. Master Concessionaire's training should incorporate District's service, quality control & food safety programs, equipment safety, systems and management policies.
11. Master Concessionaire's employees shall be at all times neatly and cleanly uniformed in District-approved uniforms and must meet reasonable prescribed grooming guidelines and appearance standards.
12. In the event non-profit or club group personnel are utilized as staff, Master Concessionaire will have at least one experienced regular employee on Master Concessionaire's payroll in a supervisory position for quality control purposes, including customer service and product.
13. The District will provide free parking for Master Concessionaire's employees in a location to be designated by the District in its sole discretion.
14. If at any time the District determines that any employee, agent or officer of Master Concessionaire, or of Master Concessionaire's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, fails to meet the District's safety and customer service standards, or is not legally authorized to work in the United States, the District may notify Master Concessionaire in writing. Master Concessionaire will promptly correct the behavior, performance, or condition giving rise to the notification under this Paragraph E (14) to the satisfaction of the District. If Master Concessionaire fails to correct the behavior, performance, or condition giving rise to the notification under this Paragraph E (14), District may demand that Master Concessionaire (or Master Concessionaire's subcontractor, as the case may be) cease using said employee at the District's facilities and Master Concessionaire (or Master Concessionaire's subcontractor, as the case may be) will promptly comply with such request. Nothing contained in this Paragraph E (14) shall obligate the District to monitor the behavior of Master Concessionaire's employees.

F. Equal Opportunity

1. On or before the commencement of the term of this Agreement, Master Concessionaire will submit to the District a written policy statement, executed by Master Concessionaire's Chief Executive Officer, informing all of Master Concessionaire's employees, job applicants, service recipients, and applicants for services of the Master Concessionaire's commitment to ensuring equal employment opportunity, including Master Concessionaire's Corporate Equal Opportunity and Affirmative Action, and Non-discrimination Policy Statements.
2. During the performance of this Agreement, Master Concessionaire and its permitted subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Master Concessionaire and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Master Concessionaire and subcontractors shall comply with the provisions of the Fair

Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Master Concessionaire 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.

G. Quality of Services and Products

1. Master Concessionaire will take all such actions as are reasonably necessary to conduct its operations in a first-class, professional, businesslike and efficient manner consistent with a premier, professional fair and/or amphitheater.
2. All suppliers, portions and brands used by Master Concessionaire in fulfillment of its obligations under this Agreement are subject to the District's prior written consent. Master Concessionaire is prohibited from entering into any "exclusive" agreement with any supplier or sponsors without the prior written approval of the District, which shall not be unreasonably withheld. Any consent provided by the District under this Paragraph G (2) shall not constitute an endorsement of a supplier or brand. Rather, Master Concessionaire shall be responsible for investigating all suppliers and brands it selects.
3. Annually, at a mutually agreed upon date and month, Master Concessionaire will review menus and pricing with the District and obtain approval for any proposed changes (i.e. pricing, portion size, brand of each item, etc.). No less frequently than annually, Master Concessionaire will give the District a survey of prices, portion sizes and brands offered at other comparable venues in Southern California.
4. Following District approval of its menus, Master Concessionaire must provide to the District printed Catering and Restaurant menus utilizing the District's logos, in sufficient quantities for use by District's and the Master Concessionaire's marketing staffs. The Master Concessionaire is not granted any right, title, or interest in and to any of the District's logos, and is granted a limited non-exclusive revocable license to use the logo solely in the manner provided for in Paragraphs G (4) and G (5) and for no other purpose. The District may revoke the license to use the logo from time to time and at any time in its sole and exclusive discretion. However, if Master Concessionaire has menus in its possession utilizing the District's logos, the Master Concessionaire may continue to use those existing menus in the performance of its obligations under this Agreement until those existing menus are updated, consumed or until the termination of this Agreement, whichever is earlier. Upon termination of this agreement, Master Concessionaire will immediately cease any further use of the logo and return all items and materials bearing or using the logo to the District's representatives at Master Concessionaire's sole cost and expense.
5. Master Concessionaire will use the District's logo on District-approved logo cups, napkins and other printed material as reasonably required by the District. The District will provide the artwork and guidelines for how it is to be used on the printed material. The Master Concessionaire's logo may be incorporated into the artwork if

mutually agreed upon by the District and Master Concessionaire. The District retains the right to require the removal of Master Concessionaire's logo at its sole discretion. The quantity of logo cups, napkins and other printed material will be approved by the District prior to the Master Concessionaire placing any orders for logo supplies. The Master Concessionaire is not granted any right, title, or interest in and to any of the District's logos, and is granted a limited non-exclusive revocable license to use the logo solely in the manner provided for in Paragraphs G (4) and G (5) and for no other purpose. The District may revoke the license to use the logo from time to time and at any time in its sole and exclusive discretion. However, if Master Concessionaire has logos, cups, napkins or other printed material in its possession utilizing the District's logos, the Master Concessionaire may continue to use those existing items in the performance of its obligations under this Agreement until those existing logos, cups, napkins, or other printed material are consumed or until the termination of this Agreement, which is earlier. Upon termination of this agreement, all serveware bearing or using solely the District's logo will be provided to the District's representatives at Master Concessionaire's actual cost. The actual cost of any co-branded inventory shall be split equally between Master Concessionaire and the District.

6. Master Concessionaire will set up rooms with sufficient tables and chairs (provided by District) for all catered events and functions. Master Concessionaire will provide and set linen, skirting and place settings on a timely basis, and remove those items immediately following each catered event or function.
7. Master Concessionaire will set up food service Equipment and smallwares for all food scheduled service events. Master Concessionaire will be responsible for setting up and tearing down all portable equipment and decor including any work tables, if any, supplied by the District.
8. Based on a mutually agreed upon date and time, be it weekly or monthly, and as needed, the District will provide Master Concessionaire with a schedule of all contracted events and identify which will require Foodservice and/or Beverage service.
9. Master Concessionaire, when requested, will submit a written operations plan in a format mutually agreed to between Master Concessionaire and the District for each event requiring Foodservice during this Agreement and shall include the list of desired subcontractors to be utilized, planned menus and pricing, load-in and load-out plans, etc. Each written operations plan must be submitted to the District for its review and approval at least 15 days prior to the start of the event or as mutually agreed to by the District and Master Concessionaire. The District will attempt to notify Master Concessionaire no less than 60 days prior to the start of any event subject to this Paragraph G (9); provided, however, that if less than 60 days' notice is given by the District to Master Concessionaire of an event subject to this Paragraph G (9), Master Concessionaire will submit its written operations plan within a reasonable time.
10. Large and/or complex events, to be determined by the District in its sole and exclusive discretion, will require the submission of the written plan described in Paragraph G (9) to the District 120 days prior to the start of the event.
11. The District will decide any and all questions which may arise as to the acceptability

of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, and manner of performance, the interpretation of the terms and conditions of this Agreement, and the acceptable fulfillment of the Agreement.

12. All food, beverages, confectionery, and refreshments, sold or kept for sale, must be of first quality, wholesome, and pure and conforming in all respects to all applicable federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article may be sold or kept for sale. All food and beverage products will be stored, handled, served, and discarded in a sanitary manner. All items intended for consumption shall be discarded immediately upon any best by/expiration date and may not be served and/or sold under any condition. All products kept for sale are subject to inspection and approval by the District. All products deemed by the District, in its sole discretion, to be unfit for sale and/or consumption will be immediately removed from the District's Facilities and may not be returned for sale.
13. All products kept for sale are subject to inspection and approval by the District. All products deemed by the District, in its sole discretion, to be unfit for sale and/or consumption will be immediately removed from the District's Facilities and may not be returned for sale.
14. Master Concessionaire will employ the use of branded products when requested by the District, so long as these products meet with Master Concessionaire's pricing and quality standards. All food or beverage sold, or kept for sale, shall be of high quality, with options for special dietary needs including vegetarian, gluten free and vegan; and shall conform in all respects to Federal, State, County, and City laws, ordinances and regulations.
15. All catering sales, including catered alcoholic beverages, for formal and semi-formal events will use permanent, non-disposable smallwares, dishes, silverware, glassware and place settings unless the use of disposable items is requested/approved by the customer. When possible, all effort will be made to use environmentally responsible disposable items.
16. The Master Concessionaire will continuously staff and maintain the section of the receiving area where food and beverages are delivered. Master Concessionaire will be responsible for the return of all pallets, storage containers, grease barrels, beer kegs, linens and other equipment provided by suppliers and used, directly or indirectly, in the conduct of operating the food service.
17. All disposable products, including, but not limited to, drinking glasses and cups, containers, plates, utensils, napkins, bags, and wrapping must be recyclable to the extent possible.
18. Contractor will properly maintain District-approved Equipment and Leasehold Improvements to the District's satisfaction and sufficient levels of product, supplies, employee uniforms and smallwares.

H. Standards of Quality, Value and Service

1. The District shall approve all menus, portion sizes, and prices for each restaurant, concession stand, bar or catering. Any request for changes in prices, menus, or portion must be submitted in writing. The request must set the proposed changes,

including cost comparisons and like sizes to competing venues in the market. Additionally, the request should include the reasons for the change.

2. The quality of all items sold by Master Concessionaire shall be of high quality and subject to the reasonable approval of the District. If the District finds it necessary to improve the quality or discontinue the sale of any item or items, Master Concessionaire will receive written notification and Master Concessionaire will have an opportunity to meet and confer, but final decision rests with the District.
3. Master Concessionaire must provide an on-site manager with the authority to make decisions necessary to address any matters pertaining to proper operations under this Agreement.
4. Master Concessionaire shall post rates and prices for all goods and services in such places as may be designated by the District.
5. Master Concessionaire is fully responsible for ensuring that all Master Concessionaire's employees shall be clean in appearance, courteous, and fully trained to provide a level of service deemed acceptable by the District. If the opinion of the District is such that an employee fails to meet reasonable standards, Master Concessionaire will be notified and employee will made to meet standards or discontinue employment.
6. A qualified and responsible supervisory person shall be at each facility or function at all operational periods and meetings, as requested, during the term of this Agreement.
7. All employees must comply with all federal, state, and local health and safety regulations.
8. All employees must be easily identifiable by the use of employee identification badges, uniforms, or a combination of these items. All uniforms must be neat in appearance and meet standards acceptable for a family entertainment facility. All uniforms are subject to District's approval.
9. Master Concessionaire will be responsible to provide a level of service to the patron which the District deems commensurate with other similar establishments. In the case of the Baja Bar and Grill, service should be on a level with quality dining and bar establishments in similar situations.
10. All containers, menu boards, signs, etc., are subject to the District's approval.
11. Any and all temporary concession stands or bars shall be of high quality. Final approval of design and décor rests with the District Officer and/or authorized designee.
12. No pesticides, herbicides, or fungicides may be used that are not approved the appropriate state or local regulatory agency.

I. Alcoholic Beverages

1. Alcoholic Beverages are to be offered for sale by the Master Concessionaire only when permitted by applicable state and local laws, and subject to regulations established by California Alcoholic Beverage Control Board and the District. The final decision, as to whether or not alcoholic beverages may be sold at an event, or in any designated area of the District's Facilities, is in the sole discretion of the

District. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Master Concessionaire.

2. All licenses and permits required for the sale of alcoholic beverages at the District's Facilities will be obtained by and held in the name of the Master Concessionaire. Master Concessionaire will maintain these permits in full force and effect and neither party shall take any action that might impair the permits. The Master Concessionaire shall prepare, file, and process all applications for renewals of the permits.
3. At the termination of the Agreement, Master Concessionaire will surrender all alcoholic beverage licenses for the District's Facilities and transfer all alcoholic beverage licenses to the succeeding Master Concessionaire, if allowed by law. District has the right to assess an undetermined fee (at this time) for the transfer of this license.
4. Master Concessionaire is required to maintain a beer, wine and spirit license during the term of this Agreement.
5. For Year-Round Events and District-Produced Events for which Master Concessionaire serves alcohol, Master Concessionaire is solely responsible for implementation of the District approved Alcohol Beverage Management Policies. This shall include all costs and fees for, but not limited to, I.D. check personnel and equipment, security and wristbands.
6. For the annual OC Fair, Master Concessionaire is responsible for implementation of the District approved Alcohol Beverage Management Policies and will be charged a pro-rata portion of the costs and fees associated with alcohol compliance efforts performed by the District.
7. From time to time, the Master Concessionaire may enter into marketing agreements for certain alcohol categories. No signage or sponsorship of any alcohol, or non alcohol, products will be allowed without the District's approval.
8. The District shall have the right to limit the sale and consumption of alcoholic beverages to specific areas and require that Master Concessionaire be responsible, on a reimbursable basis, for the cost of the District's security personnel assigned for that purpose. Master Concessionaire is responsible to develop an Alcohol Management Plan to be approved by the District.
9. All purveyors, subcontractors, and mobile Master Concessionaires responsible to the Master Concessionaire must meet quality and price standards as established by the District and Master Concessionaire in writing.
10. Master Concessionaire and the District will reasonably agree on the use of any purveyor deemed by the District to have rights to sell a product at the OC Fair or during the non-fair period. The District currently has a marketing and product exclusivity with PepsiCo (through February 28, 2027) in the categories of carbonated beverage, non-carbonated beverages, sports drinks, packaged water, cups and support services (subject to change). As such, Master Concessionaire cannot pour or advertise products, including sampling, that in conflict with the

District's Agreement. In addition, these services and items must be purchased through PepsiCo as they are the exclusive on-grounds distributor of these products. Signage or sponsorship of any other products will not be allowed.

11. The District shall provide security services to Master Concessionaire during the term of this Agreement at a level consistent with its whole operation on the premises and will exercise reasonable precaution for the property of Master Concessionaire. The District, however, assumes no responsibilities for any loss or damage to the property of Master Concessionaire. If the Master Concessionaire requests additional security, the District and the Master Concessionaire will collaborate to develop a security plan. This plan may include, but is not limited to, the OC Sheriff's Department, Costa Mesa Police Department, and private organizations (e.g., for alcohol wristband compliance) as necessary to ensure compliance.

J. Commissions and Concessions Investment

Master Concessionaire will pay commissions on Gross Sales as described below:

| Commission Category | Percentage of Gross Sales |
|---|---|
| Food and Non-Alcoholic Beverages* | 34% Minimum |
| Catering | 12% Minimum |
| Beer, Wine and Spirits | 42% Minimum |
| District Approved Subcontractor Commissions or Fees (including buyouts) | 50% of Amount Received by Master Concessionaire |

*Master Concessionaire's Fair-time bottled water sales will match prevailing pricing and commission percent applied to Independent Fair-time concessions and Carnival concessions.

1. Master Concessionaire will report sales on a weekly basis in a template ("Weekly Sales Summary") format approved by the District. No later than 5:00 P.M. every Friday, Master Concessionaire will electronically submit a completed Weekly Sales Summary to the District, covering a seven-day period ending at midnight on the immediately preceding Wednesday. The Weekly Sales Summary will include all sales by Master Concessionaire and its subcontractors. The Weekly Sales Summary will include required information pertaining to customer pricing, guarantees, sales by location, total of each item sold, total inventory sales, total point-of-sale (POS) system/cash register sales, and cash overages and shortages. Master Concessionaire will attach the corresponding copy of the validated bank deposit ticket, POS system/cash register summaries and credit card settlement reports to each Weekly Sales Summary. For the purpose of this Paragraph J (1), the term "Catering" shall include all Catering Sales prepared at District's Facilities (Baja Bar & Grill, Corporate Kitchen or any other authorized on-site kitchen) and serviced either at or away from the District's Facilities.
2. During the District's annual OC Fair, in addition to submission of the Weekly Sales Summary, Master Concessionaire will submit the previous day's sales reports, cash register receipts, credit card receipts and cash overages and shortages for

sales made by (1) the Master Concessionaire and (2) all approved subcontractors used by the Master Concessionaire. Submission of each day's sales reports, cash register receipts, credit card receipts, and cash overages and shortages for Master Concessionaire and its approved subcontractors as required by this Paragraph J (2) must be made no later than 2:00 P.M. of the following day.

3. Master Concessionaire will report sales on a monthly basis in a template ("Monthly Sales Summary") format approved by the District, on or before the tenth day of every month. Master Concessionaire will electronically submit a completed Monthly Sales Summary to the District, covering the immediately preceding month. The Monthly Sales Summary will include all required information, including sales at each location, total items sold, total inventory sales, total register sales, and cash and overages for the month. The Monthly Sales Summary will require Master Concessionaire to provide information for comparison to the same month for the previous year. In addition, the Master Concessionaire shall be required to submit all final internal (OCFEC) ordered and external (e.g., event client) catering event order forms signed by both a representative from the Master Concessionaire and the District.
4. District sponsored events catered by Master Concessionaire are billed to the District at Master Concessionaire's actual product cost, direct labor cost, and any other direct cost associated with these events, plus a 10% administrative fee applied to the total cost.
5. Amounts due to the District will be paid by Master Concessionaire as follows:
 - a. Except as provided in Paragraph J (5) (b) for making commission payments during the OC Fair, Master Concessionaire will pay amounts due in full as provided in the Weekly Sales Summary reports submitted per Paragraph J (1) of this agreement for all weeks reported during the preceding month by the tenth day of the subsequent month. Master Concessionaire will also pay amounts due on any invoices received by the due date (terms shall be "net 30 days").
 - b. For the period of the OC Fair, Master Concessionaire will advance \$500,000 (the "Advance") to the District on opening day of Fair and thereafter make weekly payments for commissions earned the previous week consisting seven days of sales Thursday through Wednesday. The first weekly payment will occur on the second Monday of Fair and weekly payments will continue each Monday thereafter until the Fair ends and all Fair commissions are paid. Should the commissions due to the District exceed \$750,000 for any week during the Fair, Master Concessionaire will wire the amount of the overage plus 15% for an addition to the advance within one business day to ensure complete coverage of all commissions due the District. The advance will be credited to the commissions due to the District for the final week of Fair. In the event the commissions due to the District are less than the amount of the advance, Master Concessionaire shall invoice the District for the overpayment and District shall remit payment within seven (7) days.
 - c. Late fees may be assessed daily based on an eighteen percent (18%) annual percentage rate on any payments unpaid by the due date.
6. All of Master Concessionaire's payments to the District will be based upon the

amount of Gross Sales, and Master Concessionaire will be solely and exclusively responsible for any overages or shortages on the sales receipts.

7. Nothing in this Agreement shall prevent Master Concessionaire and the District from agreeing to increase menu pricing for one or more menu items for specific events as the parties may agree. In the event the parties agree to increase pricing for a specific event in order to pay an additional amount to the promoter of that event, that additional amount shall not be subject to a Commission under this Agreement. In the event the parties desire to increase menu prices under this Paragraph J (7), the parties shall mutually agree on the increased amount and the menu items subject to increased pricing.
8. Master Concessionaire is solely and exclusively responsible for providing all working capital and inventory necessary to operate the Foodservice operation and fulfill all of Master Concessionaire's contractual obligations to the District.
9. When the Master Concessionaire caters any event occurring at the District's Facilities, the Master Concessionaire shall be solely responsible for invoicing and billing the "Renter."
10. The District's prior written approval is required for all capital improvements made through the Capital Reserve Accrual Fund, including, but not limited to, the purchase of Equipment or the installation of capital improvements. All items purchased or constructed with the Annual Capital Improvement Investment shall be owned by Master Concessionaire until fully amortized or otherwise the District pays Master Concessionaire a prorated buyout, and all such items, once identified, shall be listed in a writing to be executed by the parties so that they are separately identified from District's property. If the District and Master Concessionaire mutually agree, the cumulative five (5) year Minimum Annual Capital Investment obligation may be accelerated to any earlier year or years to satisfy full-term commitment if expedited capital project expenditures(s) are identified that mutually benefit District and Master Concessionaire business operations for a longer time frame within the term of this contract. Should the District wish to utilize Facilities which have benefitted from Capital Improvement Investment made by the Master Concessionaire during the course of this agreement, the Master Concessionaire will grant the District access to such Facilities provided such access does not interfere with Master Concessionaire's reasonable use of the Facilities without charge. The use of these Facilities shall not impact the exclusive rights of the Master Concessionaire as defined in this agreement.
11. Master Concessionaire is obligated to continue management of the Capital Improvement Accrual Account designated for improvements to the Foodservice Facilities and Equipment. The District's prior written approval must be obtained by Master Concessionaire for all capital improvements made under this Paragraph J (11) including, but not limited to, the purchase of Equipment or the installation of capital improvements. The capital improvement accrual account shall be funded monthly as follows:
 - a. One percent (1%) of all annual Gross Sales by Master Concessionaire (including sales by Master Concessionaire's subcontractors); provided, however, that the provisions of this Subparagraph 11 (a) shall not apply to Gross Sales derived from Concessionaire operated stands located in the

Pacific Amphitheatre during the annual OC Fair.

- b.** Seven percent (7%) of all Master Concessionaire's annual gross sales of all Master Concessionaire operated stands in the Pacific Amphitheatre during the annual OC Fair.
- 12.** Any cash balance remaining in the Capital Investment fund and the Capital Reserve Accrual Account shall be remitted wholly to the District at the end of this Agreement if Master Concessionaire is not successful in retaining the Master Food & Beverage Concessionaire Services contract for a subsequent term(s).
- 13.** Master Concessionaire will review Capital Investment and Capital Improvement Accrual Account activity and balances annually with the District and solicit approval for any proposed expenditures anticipated in the following 6-12 months.
- 14.** Master Concessionaire must follow the following guidelines to construct, install or otherwise implement tenant improvement projects:
 - a.** Tenant improvement projects and capital purchases will be agreed upon by the Master Concessionaire and District Executive Management Team (CEO, COO and/or Executive Officer) or his/her designee. All tenant improvement projects require the advance written consent of the District.
 - b.** Tenant improvements must be proposed as a package with a budget, timeline and schematic drawings. Master Concessionaire will have the ability to develop concepts with prior approval from the District. Before completing any projects or purchases associated with the Facility Upgrade or Capital Improvement concepts, Master Concessionaire may secure written approval from the District.
 - c.** Provide a description of the proposed capital improvement project(s) or plan concepts to the District.
 - d.** Provide a minimum financial commitment for the capital improvement project(s).
 - e.** Master Concessionaire's staff time will not be charged against any capital improvement or any capital investment activities.
 - f.** Professional service fees such as architectural or engineering services must be agreed upon by the District. A scope of work must be developed by all Master Concessionaires and/or subcontractors. Professionals must submit rate sheets and project estimates to determine fair and reasonable pricing.
 - g.** If a project is a design build, a scope of work must be created for each trade that will be executed by a Master Concessionaire and/or subcontractors. If the projected cost of the scope of work exceeds \$10,000, three (3) written bids will be required. The low bidder should be used unless it is mutually agreed upon that another bidder is more appropriate for the work. If the projected cost of the scope of work is less than \$10,000, fair and reasonable pricing will be expected (i.e. Historical, controlled, catalog). If a project manager is needed and or an on-site labor crew, daily rates will be agreed upon by Master Concessionaire and District, subject to all applicable laws, statutes, codes, ordinances, and regulations.

- h.** In the event the project is design-build, the construction will be subject to the authority of the California Construction Authority (CCA).
- i.** All change orders (to projects) must be approved in writing by the District.
- j.** All improvements subject to this Paragraph J, subparagraph (j) must be coordinated with the District's event program to avoid business interruption.
- k.** The CCA will have inspection and approval authority over all code related work and craftsmanship.
- l.** The retained Master Concessionaire and/or subcontractors will obtain and pay for all appropriate permits and licenses and will provide proof of insurance, workmen's compensation and bonding.

permitting and inspection by Cal Fire.

20. Certain fixtures and equipment owned by the District will be inventoried by Master Concessionaire and the District and will be turned over to the Master Concessionaire upon commencement of the Agreement. Master Concessionaire agrees to accept said fixtures and equipment in their presently existing condition "as is" and the District shall not be obligated to make any alterations, repairs, or betterments thereto except as otherwise indicated.
21. Replacement of the District-owned equipment or fixtures must be approved in advance by the District.
22. All equipment and furnishings shall be new, unless otherwise approved by the District, of modern design and first-class material and construction, and shall be in keeping, in the opinion of the facility or other appropriate function. All such expenditures by the Master Concessionaire must be approved in writing by the District Officer or his/her designee before the purchase and installation. The Master Concessionaire must cooperate with the District Officer in the installation of all fixtures and equipment to assure that all work is in compliance with the State's construction specifications. All installations shall conform to state and local codes and standards.
23. Maintenance, repair, and alteration of all concession equipment and furnishings during the Agreement period shall be at the expense of the Master Concessionaire, except for maintenance of water, gas, or sewer main lines and electrical service to the various facilities. All alternations and replacements of concession equipment and furnishings must be approved by the District.
24. Any new or removed assets or equipment shall be reviewed at the annual contract performance review as agreed upon mutually by the Master Concessionaire and the District.

K. Operating Requirements

1. The Master Concessionaire will perform its contractual obligations under this Agreement in compliance with the most current Year-Round Policies and Procedures and the OC Fair Commercial Space & Concessionaire Program Policies & Procedures. Revised versions of policies and procedures, if any, will be immediately provided to Master Concessionaire.
2. The District has the exclusive right to resolve any and all questions that may arise regarding the acceptability of services rendered by Master Concessionaire, Master Concessionaire's staffing levels, performance by Master Concessionaire and its employees, agents, Master Concessionaires and subcontractors, and fulfillment of Master Concessionaire's contractual obligations under this Agreement. The District's decision shall be final, conclusive, and binding on all parties.
3. No subcontracted sales are permitted on the District's Facilities without the approval of District.
4. The District and Master Concessionaire will annually review the Concessions, Catering and Bar sales program applicable to the following twelve (12) months, with specific financial, marketing and operational goals and specific methods for attaining each goal, and will also report on the performance of the prior twelve (12)

months. The sales program must include, but will not be limited to, menus, training, staffing, equipment considerations and capital improvements.

5. The Master Concessionaire will not interfere with District-authorized free distribution of food or drinks or any other items of any nature whatsoever. Master Concessionaire will not incur any expense as a result of this activity. District is not responsible for any lost sales suffered by Master Concessionaire due to any District-authorized free distributions.
6. If a Renter makes a request that the District approves to modify operations at the Facilities with respect to a particular event, Master Concessionaire will be required to effectuate such modification as it relates to food and beverage operations. The District agrees that none of Master Concessionaire's Equipment will be used for events that are not serviced by Master Concessionaire unless approved by Master Concessionaire, which approval shall not be unreasonably withheld.
7. In the event the District hosts a major exhibition or other similar national or international event, including, but not limited to, big top events (e.g., Cirque Du Soleil), large festivals (e.g., Barrett Jackson Car Auction), Master Concessionaire will modify its operations under this Agreement to the extent those modifications are required for the District to effectively obtain or operate any such event. In the event the District and the Master Concessionaire cannot mutually agree on terms to satisfy the event, the District has the exclusive and sole discretion to exclude the event from this Agreement and negotiate a reasonable buyout of Master Concessionaire's rights for that specific event with the renter. Such buyout will be split equally between the District and Master Concessionaire.
8. In the event that the District hosts or promotes cultural events including, but not limited to, events promoting ethnic food specialty items, symphonies which include a picnic environment, or food festivals entailing a wide selection of outside food vendors, the Master Concessionaire will modify its operations under this Agreement to the extent those modifications are required for the District to effectively obtain or operate any such event. In the event the District and the Master Concessionaire cannot mutually agree on terms to satisfy the event, the District has the exclusive and sole discretion to exclude the event from this Agreement and will have no further obligations to Master Concessionaire for that specific event.
9. Master Concessionaire will use approved computerized cash register/POS system that will accept credit cards (Visa, Master Card and American Express) at all sales points at the permanent foodservice locations and designated portable locations. Master Concessionaire will not challenge or interfere with District's exclusive right to initiate, mandate and implement a cashless transaction processing solution throughout the District's Facilities and will take all necessary steps to support and implement such solutions under timelines set forth by the District. Financial responsibility for any initial expenses related to the implementation of such efforts shall be negotiated between the District and Master Concessionaire.
10. Nothing herein contained shall be held to limit or qualify the right of the District to a free and unobstructed use, occupation and control of the District's facilities and ingress/egress for itself, its Renters and the public nor shall the Master Concessionaire have a right to charge the District for such use, occupation and

control.

11. Representatives of the District shall have the right to enter upon, have access to and utilize all spaces occupied by the Master Concessionaire during the time events are in operation, at all times when Master Concessionaire employees are present and at other times as coordinated between the District and the Master Concessionaire so long as the District does not unreasonably interfere with Master Concessionaire's ability to perform its obligations under this Agreement.
12. Master Concessionaire will comply with District's approved customer evaluation procedures, including, but not limited to, QR surveys, comment cards, secret shoppers and focus groups.
13. Master Concessionaire and its employees and subcontractors are barred from soliciting tips, leaving cash "tips" on the counter, or place "tip jars" on the District's premises and/or facilities, at the OC Fair and/or all non-Fair events.
14. The District shall meet at least twice annually with the Master Concessionaire and Regional/Area Management of the Master Concessionaire, as well with senior executive representatives of the District to evaluate performance, determine strategic direction, and review deliverables as outlined in this Agreement, as well as any additional deliverables introduced during the term of the Agreement.
15. Master Concessionaire shall operate the soda souvenir cup program during the annual OC Fair. This shall include ordering cups and point-of-sale merchandise, taking orders from all the independent Master Concessionaires, receipt of payments, storage and distribution. Master Concessionaire shall receive approval from the District on the specifications and pricing of the intended cup and details of how the program will be operated.

L. Compliance with Laws

1. The Master Concessionaire will obtain and maintain during the entire period of the contract all federal, state and local permits and licenses required to fulfill Master Concessionaire's obligations under this Agreement, including, but not limited to, Alcoholic Beverage Licenses and health permits.
2. Master Concessionaire will comply, and will require its Master Concessionaires and subcontractors to comply, with all federal, state and local statutes, laws, ordinances and regulations governing Master Concessionaire's business, including, but not limited to recycling laws and requirements, environmental laws, ordinances, and regulations, South Coast Air Quality Management District regulations, and Regional Water Quality Control Board Regulations. Master Concessionaire shall at all times conduct its business in compliance with the Clean Air Act, the Clean Water Act, the Porter-Cologne Water Quality Act, the California Environmental Quality Act, the National, Environmental Protection Act, and all comparable, related, and successor statutes, laws, ordinances, and regulations applicable to Master Concessionaire.
3. Master Concessionaire will comply, and will require its Master Concessionaires and subcontractors to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations including, but not limited to, the Americans with Disabilities Act ("ADA") and all related regulations.

4. Master Concessionaire will collect and promptly disburse all sales and other taxes required by federal, state and local authorities. Master Concessionaire will promptly pay any applicable taxes relating to Foodservice sales, operations, Equipment, or inventory, which are the sole and exclusive responsibility of Master Concessionaire.
5. Master Concessionaire will abide by all reasonable rules, regulations and directives prescribed by the District.
6. Master Concessionaire shall be responsible for obtaining, maintaining and paying for all operating permits, including but not limited to alcoholic beverage licenses and permanent and temporary health permits.
7. Master Concessionaire shall be responsible for any taxes, including but not limited to sales tax and Possessory Interest Tax, assessed on its operation by any governmental body.
8. Master Concessionaire shall maintain and pay all tax accounts, licenses and operating permits necessary for the Foodservice and/or Master Concessionaire Services.
9. Master Concessionaire will provide District with a copy of all OC Health Care Agency inspection reports within two to three business days, or as requested, of Concessionaire's receipt of any health department inspection report.
10. Master Concessionaire will require its contractors and subcontractors to comply with all provisions in agreements with any subcontractors providing food and/or beverage services at the Facility that such subcontractors comply with the same limitations and requirements regarding their activities and employees as those imposed on Master Concessionaire under this Agreement, including, but not limited to, the requirements of Section H of this Agreement inclusive of H (5), H (6) and H (7), and all reasonable rules, regulations, and directives prescribed by the District.

M. Record Keeping and Accountability

1. Master Concessionaire will maintain all accounting records for the District in a format approved by the District at Master Concessionaire's on-site office located on District premises (currently adjacent to Action Sports Arena). The accounting records shall be available for audit by the District at any time during the term of this Agreement at the on- site Master Concessionaire office. The records required by this Paragraph M (1) must be maintained at Master Concessionaire's main office for at least three (3) years following the expiration of the term of this Agreement, or any earlier termination of this Agreement.
2. Master Concessionaire will submit to the District a draft budget of sales and commissions for Master Concessionaire's operation for the upcoming calendar year each October and a final sales and commission budget no later than December 15. The budget is subject to the District's approval, which may not be unreasonably withheld, and must be submitted, in a District-approved format. Review of performance against the budget will be conducted annually.
3. Master Concessionaire will maintain a separate, segregated commercial bank account at a bank approved by the District for deposit of all gross receipts directly or indirectly derived by Master Concessionaire from this Agreement. No funds from

any business activities of Master Concessionaire or from any other source not connected with the District and this Agreement may be comingled in this account.

4. Master Concessionaire and all subcontractors hired by Master Concessionaire will use cash registers and/or POS systems approved and by the District for all food and beverage point of sale (permanent and portable) in all inside and outside locations. At Fair-time each cash register/POS unit will be tagged by the District for purposes of auditing daily sales reports. Any replaced or new cash registers (POS systems) used during the term of the agreement must be pre-approved and registered/tagged by the District prior to use. The District will have access to all sales, management, and other reports from the cash registers (POS Systems). Cashless efforts are strongly encouraged.
5. All costs and expenses directly or indirectly arising out of the acceptance of customer credit cards by the Master Concessionaire, including chargebacks, will be paid for by Master Concessionaire or Master Concessionaire's subcontractor, as a direct operating cost.
6. Master Concessionaire will be responsible for handling in a timely manner all patron inquiries regarding credit card sale charge backs or discrepancies.
7. District approved Automatic Teller Machines (ATM) may be placed by the District throughout the District's Facilities at the discretion of the District. The District has the sole and exclusive right to any incomes, fees, and/or rentals from ATM machines on the District's Facilities. Master Concessionaire may not install, operate, or maintain ATM machines on the District's Facilities.
8. Master Concessionaire shall work with District's Marketing Department in regards to QR codes, feedback kiosk/cards throughout the fairgrounds during all events and be open to a summary of any/all feedback and actions taken, if appropriate, to District annually (or biannually if agreed upon).
9. The District may conduct an annual audit of the books and records required to be made and preserved, including all sales, commissions, and other obligations specified in this Agreement. The auditors will be selected by the District and the cost of the annual audit will be shared (50/50) between the District and the Master Concessionaire. Any audit showing a deficiency in payments by the Master Concessionaire for the twelve (12) month period subject to audit, in excess of one percent (1%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid by Master Concessionaire to the District within 5 calendar days of Master Concessionaire's receipt of the bill for the audit from the District.
10. Master Concessionaire will inventory all Equipment, Leasehold Improvements, uniforms and smallwares on an annual basis per a schedule mutually agreed upon to determine what replacements, improvements and repairs are required, and to adjust the inventory accordingly. The District will review the inventory process and document detail for procedural acceptability and accuracy. The date of the inventory and the results will be discussed with the District annually.
11. Master Concessionaire will submit to the District an updated inventory of Equipment, Leasehold Improvements, uniforms and smallwares within 30 days of any known material change to the inventory.

N. Sanitation and Equipment Maintenance

1. Master Concessionaire will maintain all assigned areas of the District's Facilities, including the space within a 25-foot radius of each area, including, but not limited to, restaurants, catering areas, kitchens, cafeterias, concession stands, bars, buffets, pantries, condiment stands, storage and prep areas in a clean, sanitary, and orderly fashion and in compliance with all applicable laws, ordinances, rules, and regulations. Master Concessionaire's obligations under this Paragraph N (1) include, but are not limited to, constant clearing of tables, emptying of trash, cleaning and refilling self-service beverage and condiment stations, and sweeping and/or vacuuming floors in the dining areas. All costs and expenses for Master Concessionaire's obligations under this Paragraph N (1) will be borne exclusively by Master Concessionaire.
2. The Master Concessionaire will be responsible for removal of all trash and garbage from all Foodservice areas to the foodservice dumpster and/or recycling bin, in a centralized location to be designated by the District, either during an event or immediately following an event.
3. Independent sanitation and food and beverage safety audits may be conducted by an independent company approved by the District. The audit may be conducted once every four months on a pre-determined schedule aligned and consistent with frequency of to-be-determined business activity. In addition, non-scheduled audits may be conducted up to eight times per year on a non-scheduled basis, on dates and times determined at the sole discretion of the District. All costs of these audits shall be borne by the Master Concessionaire. Results of audits shall be reviewed at least twice annually.
4. Master Concessionaire is responsible for providing pest control in each assigned area by retention of a pest control service licensed by the State of California and approved by the District. Master Concessionaire will maintain, as a direct operating cost all Equipment, Leasehold Improvements, uniforms and smallwares used in performance of its duties, including rolling stock, in a good state of repair, including all maintenance and repairs. On an annual basis, the Master Concessionaire will review maintenance efforts undertaken during the prior six months and submit a maintenance plan for District approval for the following year.
5. Master Concessionaire will provide weekly cleaning of all floors, walls, doors, counters, tables, chairs, wood deck and windows in the Baja Bar and Grill, including polishing floors. Master Concessionaire will have full responsibility for cleanliness from the counter and back for all other Foodservice Facilities for which it has exclusive Foodservice rights. Annually, the Master Concessionaire shall review its detailed cleaning plan with the District and submit a timetable to the District for approval for all Foodservice Facilities for which the Master Concessionaire has exclusive Foodservice.
6. Replacement of Equipment or supplies required by ordinary wear and tear, to be mutually determined by the District and Master Concessionaire, will be paid from the capital improvement accrual account subject to Paragraph J (10) of this Agreement. Replacement required as a result of theft, vandalism, or unusual wear, or by neglect or negligence of Master Concessionaire, will be paid for by Master

Concessionaire.

7. The District may, in its sole and exclusive discretion, require the use of District's in-house maintenance staff for repairs and maintenance (at an undetermined cost depending on depth of work needed).
8. Master Concessionaire will keep all Equipment and supplies properly stored and organized in the storage areas designated by the District. Master Concessionaire will not use any area that has not been designated as a storage area by the District for temporary or permanent storage.
9. Foodservice locations that are not in use will be maintained by Master Concessionaire in a clean condition and will be kept from use by customers.
10. No Equipment or product shall be removed from the District's Facilities for any purpose without the prior written approval of the District.
11. All refuse and waste material created by the Master Concessionaire's operations in all areas of the properly serviced District's Facilities, including surrounding fence lines and streets, shall be promptly collected and disposed of after each event day. Master Concessionaire shall be responsible for employing the necessary personnel, including supervisors, before, during and after hours of each operating day to comply with these provisions. Master Concessionaire shall be responsible for providing sufficient waste receptacles and Equipment at each location and making certain they are kept clean and during and after each operating day, to the satisfaction of the District's standards.
12. Wet refuse must be stored in water-tight containers pending removal from the Premises. Grease and waste foods shall be kept in closed metal containers until removed from the District's Facilities. All equipment utilized by the Master Concessionaire for refuse and waste removal may be staged only in storage area(s) designated by District.
13. Environmental Compliance and Sustainability Requirements. The Master Concessionaire shall maintain and enforce all recycling and sustainability initiatives as mandated by the District and State of California. The includes strict adherence to the following state statutes:
 - **SB 1335 – Sustainable Packaging for the State of California Act of 2018.** This statute requires that all food service packaging provided at State-owned facilities must be reusable, recyclable or compostable. The Master Concessionaire must ensure compliance with these packaging requirements.
 - **SB 1383 – Short Lived Climate Pollutants: Organic Waste Reduction Law.** This law mandates that organic waste generators, including large venues, events, county fairgrounds and state agencies, must recycle organic waste such as food scraps, green waste, solid paper products, biosolids, and digestates. Furthermore, in applicable cases, the Master Concessionaire may be required to recover and donate edible food to reduce landfill waste and food insecurity.

The Master Concessionaire shall remain informed and responsive to any updates to these laws and ensure all operations align with the environmental standards set forth by the District and applicable California legislation.

O. Utilities

1. The District shall pay for the usage of HVAC, electricity, gas, and water service for the Master Concessionaire's operation.
2. Master Concessionaire will utilize prudent energy management.
3. Telephone and internet service will be provided to Master Concessionaire by a District-approved vendor at Master Concessionaire's sole and exclusive cost and expense.
4. All costs and expenses for the repair or replacement of any utility service or lines directly or indirectly arising out of Master Concessionaire's active or passive negligence or willful misconduct will be borne by Master Concessionaire. Master Concessionaire's sewer lines shall be maintained by the Master Concessionaire to the satisfaction of the District. Master Concessionaire is prohibited from discharging any grease into any of the sewers. Grease traps and Interceptors will be utilized to minimize damage to sewer infrastructure.
5. The District shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, Equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the District shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.
6. District will not be responsible for loss of or damage to any of Master Concessionaire's Equipment, supplies, product, smallwares, Leasehold Improvements, or goods stored on the District's premises resulting from a power failure, flood, fire, explosion and/or other causes.

P. Breach of Agreement

1. **This Agreement** is made upon the condition that if the rent or other sums which Master Concessionaire herein agrees to pay or any part thereof shall be unpaid on the date on which the same shall become due, or if breach be made in any of the terms, agreements, conditions, or covenants herein contained on the part of the Master Concessionaire or should Master Concessionaire become insolvent or bankrupt either voluntarily or involuntarily, then, and in such event at the option of the District, this Agreement shall cease and terminate, and the District may enter upon and take possession of the premises and Master Concessionaire shall vacate the premises within 30 calendar days after this Agreement is terminate, and Master Concessionaire agrees to pay all costs incurred by the District in its taking possession of the premises. Except for the payment of commissions and/or fee rentals, Master Concessionaire will have 45 calendar days to cure

a breach or, if more than 45 calendar days is necessary to cure a breach, Master Concessionaire, upon the written concurrence of the District, will faithfully commence to cure such breach. For the payment of commissions, Master Concessionaire shall have 15 calendar days to cure such breach.

2. **Termination:** Without prejudice to any other rights or remedies available to the District, the District may terminate this Agreement for any reason and without cause, provided that District provides Master Concessionaire with 30 calendar days' written notice. The District may immediately terminate this Agreement for cause if Master Concessionaire (1) violates any of the terms, agreements, conditions, or covenants contained in the agreement, or (2) becomes insolvent or bankrupt either voluntarily or involuntarily.
3. **Property Damage:** The District shall not be liable for loss or damage to the property of Master Concessionaire from any cause whatsoever. Any damage to the District property caused by Master Concessionaire, its employees or agents, not associated with normal wear and tear, shall be the responsibility of Master Concessionaire.
4. **Independent Capacity:** Master Concessionaire, Master Concessionaire's agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of State of California or the District.
5. **Assignment:** Without the written consent of the District, this Agreement is not assignable by Master Concessionaire either in whole or in part, which consent shall not be unreasonably withheld.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

PART VI

EVALUATION, SELECTION & SCORING PROCESS

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

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:
 - The Proposal was submitted and received by the District on or before the deadline time and date contained in this RFP, and
 - the Proposal meets all submittal format requirements set forth in this RFP.

This is not a public review.

2. Proposals that meet the submittal format requirements will be submitted to the Committee for:
 - review of the Proposal,
 - confirmation that the information is presented in the format required by this RFP, and
 - that all required documentation is included with the Proposal, and that all information contained in that required documentation is true and correct.

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

This is not a public review.

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

This is not a public review.

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

This is not a public review.

6. Small Business Bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable and up to 5%. The "Financial Proposal Bid Forms" will be used to determine the not to exceed amount of the contract.
7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members.
8. In the event there is a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representatives of the Proposers. In the event there is a tie on the highest score amongst three or more Proposers, the tie will be broken in the following method, in the presence of any authorized representatives of the Proposers; (1) the Contracts Manager or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer's name in a hat; and (3) the District Contract's Manager, or designee, shall

select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be deemed the winning Proposer.

9. All Bidders will be notified of the results.

B. SCORING PROCESS

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

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

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

SCORING PROCESS: CRITERIA, COMPOSITION & DETERMINATION OF POINTS

Scoring consists of two components, the Technical Proposal (Current Operations/Management Philosophies and Policies, Relevant Experience, Financial Ability, Litigation, Equipment and Interview) with a maximum value of 70 points. The second component is the Financial Proposal (Gross Revenue and Capital Improvement Funding) with a maximum 30 points for a combined component value of 100 total points.

EVALUATION CRITERIA TO BE REVIEWED AND SCORED IN EACH SUBMITTAL

Technical Proposal – Current Operations, Management Philosophies and Policies, Relevant Experience, Financial Ability, Safety Experience, Litigation and Loss, Equipment and (if necessary for clarification purposes) Interviews (Maximum 70 Points)

Financial Proposal – Percentage of Gross Revenue plus Contribution to Capital Improvement Fund (Maximum 30 Points)

RFP FB-09-25 SCORING CHART

| | |
|--|----------------------|
| TECHNICAL PROPOSAL | MAX 70 POINTS |
| Current Operations/Management Philosophies and Policies | 15 Points |
| <ul style="list-style-type: none"> Organizational Chart with key staff, employees, years of experience, responsibilities Personnel training manual, Policies & Procedures manual, Employee Handbook Describe Maintenance and Cleaning Programs Procedures for handling Customer Complaints and Feedback Subcontractor Philosophies and how they will be utilized with this Contract | |
| Relevant Experience | 25 Points |
| <ul style="list-style-type: none"> Detail Report last three (3) years with similar scope and size of OC Fair List of Management and Key Personnel involved in managing this size of event Provide (5) Letters of Reference from former/current Clients & Customer Rating | |
| Financial Ability | 10 Points |
| <ul style="list-style-type: none"> Financial Letters of Reference from (3) financial institutions Provide Source of Funding and Terms or if self-financed Describe any Financial Obligations past and/or present to other similar events | |
| Safety Experience – Litigation, Loss and Insurance | 10 Points |
| <ul style="list-style-type: none"> Copy of Safety Handbook and safety material given to employees Provide Employee Health and Safety Policies and ADA Procedures Provide Bidder's past five (5) years history of Litigation or significant Loss Provide resolution to any Litigation past or present Provide proof of Liability and Workmen's Compensation Insurance | |
| Equipment | 10 Points |
| <ul style="list-style-type: none"> Describe Equipment owned by Bidder that will be used in performance of contract Describe utilization of Temporary Food Facilities, mobile containers, etc. Describe Point-of-Sales (POS) Systems utilized Describe instructions & procedures for vehicular equipment | |
| Interview (if necessary for clarification purposes) | 0 Points |
| <ul style="list-style-type: none"> Demonstration of how Bidder's services align with Proposal requirements Quality of Presentation Professionalism of Presenters Management of Time allotted for Presentation Responses to Scoring Committee questions | |
| Technical Proposal Total Points | 70 Points |
| FINANCIAL PROPOSAL | MAX 30 POINTS |
| Bidder will complete all ten (10) financial year forms, and all required Part IX - Forms | |
| Prepare and include an Electronic Copy with the Proposal | |
| Financial Proposal Total Points | 30 Points |
| Totals for Both Technical and Financial Proposals | |
| Technical Proposal Points | 70 Points |
| Financial Proposal Points | 30 Points |
| GRAND TOTAL OF ALL POSSIBLE POINTS | 100 POINTS |

See additional scoring detail on following pages

TECHNICAL PROPOSAL POINTS

MAXIMUM TOTAL 70 POINTS

Proposal must address all technical elements (1-5). If any supporting detail information (a-e) is considered incomplete, shortcoming will reflect in point score.

1. Current Operations/Management Philosophies and Policies (15 Points)

- a) Provide an organizational chart of your organization, key staff and overall number of employees. The organizational chart should include names, duties, responsibilities of key staff and years of experience.
- b) Provide a personnel training manual, policies and procedures manual, HR related hiring practices and Employee Handbook with grooming standards.
- c) Describe maintenance and cleaning programs along with procedures.
- d) Provide procedures for handling customer complaints and feedback.
- e) Provide a narrative on your subcontractor philosophies and include how and who you will be utilizing as subcontractors in your operation.

2. Relevant Experience (25 Points)

- a) Provide a detailed report from the past three (3) years (2022-2024) with similar projects and events capable of handling 30,000-50,000 guests or more per day for five (5) consecutive days per week, with grand total attendance exceeding 500,000 or greater per event.
- b) List of management, key personnel involved in managing and supervising food and beverage facilities within a similar size event.
- c) Provide five (5) letters of reference from current or former clients serviced by Bidder. Letters must not be more than one (1) year old and include verification of contract and overall customer service rating.

3. Financial Ability (10 Points)

- a) Provide letters of reference from three (3) financial institutions (banks, credit organizations, major suppliers, etc.) which the Bidder has done business with within the last three (3) years (2022-2024). Letters should include reference to Bidder's ability to meet all financial obligations in a timely and efficient manner.
- b) Provide source of Bidder's funding and terms, if any, or if self-financed.
- c) Provide a statement whether or not you have any outstanding financial obligations to any other fairs, carnivals, festivals or stadium/sports/music related venues.

4. Safety Experience - Litigation, Loss and Insurance (10 Points)

- a) Provide a copy of Safety Handbook and any safety materials given to employees.
- b) Provide employee health and safety policies along with current ADA procedures.
- c) Provide Bidder's history of past or ongoing litigation or significant loss due to safety, employment issues, to include, but not limited to customer/staff safety, alcohol related issues, and labor relations the past five (5) years (2021-2025).
- d) Provide resolution to any litigation past or present.
- e) Provide proof of or ability to obtain proper liability and workmen's compensation insurance.

5. Equipment (10 Points)

- a) Describe equipment owned or operated by Bidder that will be utilized in the performance of this contract.
- b) Describe operational utilization of temporary food facilities, mobile containers, permanent facilities, and all kitchen equipment and furnishings contained in aforementioned facilities.

- c) Describe Point-of-Sale (POS) Systems utilized by Bidder (if more than one, explain).
- d) Provide organizational instructions and procedures for equipment such as fork lifts, jacks, electric and gas carts, and any other equipment or vehicles necessary to fulfill this contract. Include photos if applicable.

6. Interview

The Committee may request interviews of the Bidder(s) if needed for clarification of Proposal(s). Following any interview(s), the Proposal(s) may be re-scored. The Scoring Committee will consider only the following:

- a) Demonstration of how Bidder's services align with Proposal requirements.
- b) Quality of Presentation.
- c) Professionalism of presenter(s).
- d) Management of time allotted for presentation.
- e) Responses to Scoring Committee questions.

TECHNICAL EVALUATION RATING STANDARDS

Technical Evaluation Rating Standards explained. Based on the information provided by the Bidder/Proposer in the "Technical Proposal," the Scoring Committee will rate each Proposal using the standards as described in the following table. These standards, and their associated ratings, will be translated in the Bidder/Proposer's point score, as described above, for the particular element of the proposal being evaluated.

| Point Ratings | Description |
|-------------------------------------|---|
| Non-compliant 0 points | Fails to address the component, or the Bidder does not provide any detail or experience related to the component. |
| Poor 1-45 points | Minimally addresses the component, but one or more major considerations are not addressed, or is so limited that it results in a low degree of confidence in the Bidder's response and ability. |
| Fair 46-55 points | The response addresses the component adequately, but some consideration aspects may not be addressed. Acceptable degree of confidence in the Bidder's response and ability. |
| Good 56-65 points | The response fully addresses the component and demonstrates effective operating ability and good quality standards. Good degree of confidence in the Bidder's response and ability. |
| Excellent 66-68 points | All considerations of the component are fully addressed. The response demonstrates strong experience and ability. High degree of confidence in the Bidder's response and ability. |
| Outstanding 69-70 points | All considerations of the component are fully addressed. The response demonstrates superior experience, a creative approach and exceptional ability. Highest degree of confidence in the Bidder's response or ability. |

FINANCIAL PROPOSAL

MAXIMUM TOTAL 30 POINTS

The Financial Proposal that offers the District the highest combined **Grand Total Offer of Revenue** from the operation of all above listed **Formula \$** and the contribution to **Capital Improvement Funds for all Five (5) Contract Years** shall receive the maximum **30 points**. The score for each of the other lesser Financial Proposals shall be determined utilizing the following formula: divide the lesser Financial Proposal by the highest Financial Proposal, and then multiply by 30 points (e.g., \$34,610,000/\$36,565,000 = .9465 X 30 = 28.4 points). **See PART IX, Pages 58-59 of this RFP for more details regarding scoring of the financial proposal component of this RFP.** The financial score will be added to the technical score to achieve the overall score for each Proposer.

For illustrative purposes only, below is a table showing the Financial Proposal scores that would be awarded to three (3) sample proposers based on the following sample proposals:

Sample Proposal 1 – The District receives \$36,565,000 Grand Total Offer (2026-2030)
Sample Proposal 2 – The District receives \$34,610,000 Grand Total Offer (2026-2030)
Sample Proposal 3 – The District receives \$32,610,000 Grand Total Offer (2026-2030)

Sample Proposal Graph to determine points allocated to Proposer

| Proposal | Grand Total Offer | Points Awarded | Notes |
|-----------------------|--------------------------|-----------------------|---|
| Sample Proposal No. 1 | \$36,565,000 | 30 points | Maximum point value awarded to Proposer that provides highest Grand Total Offer to the District |
| Sample Proposal No. 2 | \$34,610,000 | 28.4 points | $\$34,610,000 / \$36,565,000 = .9465$ $\times 30 \text{ points} = 28.4 \text{ points}$ |
| Sample Proposal No. 3 | \$32,610,000 | 26.8 points | $\$32,610,000 / \$36,565,000 = .8918$ $\times 30 \text{ points} = 26.8 \text{ points}$ |

TECHNICAL & FINANCIAL PROPOSALS

MAXIMUM 100 POINTS

SAMPLE SCORING CHART

| | |
|----------------------------------|--------------------------|
| Technical Proposal | 70 Points |
| <u>Financial Proposal</u> | <u>30 Points</u> |
| <u>TOTAL POINTS</u> | <u>100 Points</u> |

In the event there is a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representatives of the Proposers. In the event there is a tie on the highest score amongst three or more Proposers, the tie will be broken in the following method, in the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer's name in a hat; and (3) the District Contract's Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat the Contracts Manager, or designee, shall be the deemed winning Proposer.

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 providing the required content will be deemed non-responsive and will be rejected.

B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as one (1) document. It is recommended that Bidder keep to three (3) attachments.

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

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

*"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: **FB-09-25** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder's proposal will be deemed non-responsive."*

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

C. TECHNICAL PROPOSAL

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

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

NOTE: TECHNICAL PROPOSAL MUST ADDRESS ALL TECHNICAL ELEMENTS AS OUTLINED ON PAGES 43-44. TECHNICAL ELEMENTS ARE AS FOLLOWS:

1. Current Operations/Management Philosophies and Policies
2. Relevant Experience
3. Financial Ability
4. Safety Experience
5. Equipment

Supporting detail for each of the above elements is listed on pages 43-44. Thoroughness of detail provided will be reflected in Bidder score.

D. FINANCIAL PROPOSAL

The Financial Proposal Bid Forms are located in Part IX – Forms. Each Bidder shall submit a completed and signed form and include it as specified in Section B – Proposal Format and Content above. Bidders to use Mandatory Financial Proposal Bid Forms provided by the District. Failure to do so will result in disqualification.

The attached Form along with this RFP is an editable Microsoft Excel spreadsheet format. Any Bidder that does not use and submit the provided and completed Microsoft Excel spreadsheet shall be deemed non-responsive and subsequently disqualified.

PART VIII

MAP AND GENERAL INFORMATION



OCFEC MASTER CONCESSIONAIRE MENU PRICE LIST

July 2024 – June 2025

Draft Beer

| | |
|----------------------------|---------|
| 20 oz Domestic Draft | \$14.00 |
| 20 oz Premium/Import Draft | \$15.00 |
| 16 oz Craft Beer Draft | \$15.00 |

Packaged Beer

| | |
|--------------------------|---------|
| 12 oz Domestic Can | \$8.00 |
| 12 oz Premium Can | \$9.00 |
| 19 oz Craft Bomber | \$15.25 |
| 24/25 oz Domestic Bomber | \$15.00 |
| 24/25 oz Premium Bomber | \$16.00 |
| Michelada Upgrade | \$5.00 |

Cocktails

| | |
|-------------------------------|---------|
| Top Shelf | \$12.50 |
| Spiked Lemonade | \$12.50 |
| Frozen Margarita | \$14.50 |
| Mangonada/Paloma/Pina Frescas | \$16.50 |

Wine

| | |
|--------------|---------|
| House Wine | \$12.00 |
| Premium Wine | \$13.00 |

Snacks

| | |
|--------------|--------|
| Pretzels | \$5.00 |
| Nachos | \$7.75 |
| Potato Chips | \$3.00 |

Food Selections (*Note – Limited/Basic List)

| | |
|-------------------------|---------|
| Chicken Tenders & Fries | \$11.50 |
| Hot Dog | \$6.75 |
| Super Dog | \$8.75 |
| Italian Sausage | \$9.25 |
| Burger/Cheeseburger | \$10.75 |
| Fries | \$5.75 |

Non-Alcoholic Beverages

| | |
|-------------------------------|--------|
| Bottled Soda | \$5.25 |
| Gatorade | \$5.25 |
| Energy Drink | \$6.25 |
| 20 oz Bottled Water | \$4.00 |
| 33.8 oz (Liter) Bottled Water | \$6.25 |
| Coffee/Hot Chocolate | \$3.50 |

2024 MASTER CONCESSIONAIRE FOOD & BEVERAGE SALES MIX SUMMARY

(Including 3 Independent Beer Locations To Be Added Into New Master Contract)

| | 2024 | | | | | | | |
|---------------------|-------------------------------|--------------------|---------------|----------------------|-------------------------------|-----------------|-------------------|--------------------------------|
| | Food & Non Alcoholic Beverage | Alcoholic Beverage | Catering | Sales Non Commission | Non Commission Service Charge | Consignment Fee | Net Subcontractor | OCFEC Total Sales Mix By Month |
| January | \$ 43,156.17 | \$ 95,757.77 | \$ 49,647.92 | \$ 42,195.74 | \$ 25,318.66 | \$ 1,400.00 | \$ 105,322.28 | \$ 362,798.54 |
| February | \$ 38,914.13 | \$ 64,304.42 | \$ 1,740.00 | \$ 12,507.33 | \$ 1,350.83 | \$ 14,575.00 | \$ 11,022.96 | \$ 144,414.67 |
| March | \$ 47,429.97 | \$ 192,368.06 | \$ - | \$ 12,474.98 | \$ 1,737.93 | \$ 1,225.00 | \$ 52,514.57 | \$ 307,750.51 |
| April | \$ 24,780.96 | \$ 139,221.12 | \$ 104,016.54 | \$ 11,408.77 | \$ 23,712.04 | \$ 9,825.00 | \$ 9,863.71 | \$ 322,828.14 |
| May | \$ 117,129.84 | \$ 263,365.07 | \$ 30,812.05 | \$ 61,153.11 | \$ 15,002.06 | \$ 18,564.00 | \$ 29,372.95 | \$ 535,399.08 |
| June | \$ 35,494.65 | \$ 346,335.41 | \$ - | \$ 18,250.56 | \$ 707.26 | \$ - | \$ 3,372.20 | \$ 404,160.08 |
| July-August | \$ 558,481.98 | \$ 10,891,204.69 | \$ 53,770.55 | \$ 269,553.55 | \$ 19,283.94 | \$ - | \$ 140,612.53 | \$ 11,932,907.24 |
| September | \$ 142,999.30 | \$ 767,723.50 | \$ 8,302.00 | \$ 49,951.94 | \$ 8,342.02 | \$ 15,700.00 | \$ 125,057.83 | \$ 1,118,076.59 |
| October | \$ 70,341.11 | \$ 210,848.66 | \$ 159,570.70 | \$ 160,988.20 | \$ 39,912.09 | \$ 25,775.00 | \$ 23,395.11 | \$ 690,830.87 |
| November | \$ 30,970.79 | \$ 43,685.18 | \$ 10,205.81 | \$ 4,617.81 | \$ 3,449.72 | \$ 6,442.08 | \$ 34,706.50 | \$ 134,077.89 |
| December | \$ 43,508.91 | \$ 197,201.14 | \$ 342,463.73 | \$ 26,516.05 | \$ 84,129.53 | \$ 1,050.00 | \$ 166,532.56 | \$ 861,401.92 |
| 2024 Total | \$ 1,153,207.81 | \$ 13,212,015.02 | \$ 760,529.30 | \$ 669,618.04 | \$ 222,946.08 | \$ 94,556.08 | \$ 701,773.20 | \$ 16,814,645.53 |
| 2024 Sales Mix % | 6.9% | 78.6% | 4.5% | 4.0% | 1.3% | 0.6% | 4.2% | 100.0% |
| Jul-Aug Sales Mix % | 4.7% | 91.3% | 0.5% | 2.3% | 0.2% | 0.0% | 1.2% | 100.0% |
| "Y/R" Sales Mix % | 12.2% | 47.5% | 14.5% | 8.2% | 4.2% | 1.9% | 11.5% | 100.0% |

| Comparative Annual Sales Total Information | | | | |
|--|------------------|------------------|------------------|------------------|
| 2024 | 2023 | 2022 | 2021 | 2019 |
| \$ 16,814,645.53 | \$ 15,124,641.71 | \$ 14,927,853.27 | \$ 12,021,544.94 | \$ 14,137,140.10 |

| Comparative OC Fair Attendance Information | | | | |
|--|-----------|-----------|-----------|-----------|
| 2024 | 2023 | 2022 | 2021 | 2019 |
| 1,137,555 | 1,048,181 | 1,055,173 | 1,055,715 | 1,327,051 |

| Comparative Year-Round Event Program Attendance Information (Estimate) | | | | |
|--|---------|---------|---------------|---------|
| 2024 | 2023 | 2022 | 2021 | 2019 |
| 698,700 | 644,400 | 580,700 | Not Available | 645,200 |

General Information

- 1) Sales Non Commission = OCFEC/Backstage Catering + Pass Thru Equipment Rental Cost + China/Glass Labor Setup Charges + Souvenir Cup Distribution + @ Cost Product Supplies To Subs/OC Wine Society + Subcon Employee Meals
- 2) Non Commission Service Charge = "Management Charge" (Labor Offset For Setup/Teardown Of Tables/Linen/Chafers/Trussing/Etc)
- 3) Consignment Fee = Buyouts For Promoter-Booked Vendors + Food Trucks
- 4) "Y/R" = Year-Round Event Program (Non-OC Fair) Activity

ATTACHED/LINKED REFERENCE MATERIALS

To assist Proposers in preparing a Bid in response to the RFP, attached to and incorporated as part of this RFP is a ZIP file, containing five (5) files providing key background information about the District (collectively the “Zip Files”). Also, below is a link to two (2) additional files – the District’s Master Site Plan and the District’s 2025-2029 Strategic Business Plan (collectively, the “Linked Files”), which files are also incorporated as a part of this RFP. The Zip Files and the Linked Files are intended to provide Proposers with further details regarding the District’s wide-ranging operations, history and strategic considerations in developing fully responsive proposals that are well-informed and aligned with the priorities of the District.

The attached Zip Files include:

- 1. Facility and Concessions Equipment Images, Listing and Ownership Information**
- 2. OCFEC Year-Round Events Program Policies & Procedures Manual**
- 3. 2025 OC Fair Commercial Space & Concessions Program Rules & Regulations Handbook**
- 4. OCFEC Alcohol Beverage Management Policies**
- 5. OCFEC Environmental Policy**

The Linked Files include the following material:

- 1. OCFEC Master Site Plan @ [OCFEC Facilities Information - OC Fair & Event Center - Costa Mesa, CA](#)**
- 2. 2025-2029 OCFEC Strategic Business Plan @ [Master Site Plan - OC Fair & Event Center - Costa Mesa, CA](#)**

Also attached to this RFP and incorporated as part of this RFP, and (separate from the Zip Files) is the Excel file/spreadsheet workbook to be used for Proposer’s input and submittal of proposed “% of Gross” (sales commission rates) and “Capital Improvement” (annual investment). This Excel file/spreadsheet is explained further in this RFP in PART IX (FORMS SECTION), Pages 57-58, and also referred to as Pages 1-2 of 14 of the **FINANCIAL PROPOSAL FORM**.

FORMS SECTION

Overview Checklist

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

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

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

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

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

SECTION A – TO BE COMPLETED BY BIDDER

Form A-1: COVER LETTER

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

*“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: **FB-09-25** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”*

Form A-2: TECHNICAL PROPOSAL

Form A-3: FINANCIAL PROPOSAL BID FORM

RFP NUMBER: FB-09-25

PAGE 1 of 2

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

Proposer offers to provide Master Food & Beverage Concessionaire Services for the OC Fair & Event Center including food and bar concessions, and catering services and all other required and related activities as described in the statement/scope of work of this RFP. The 32nd DAA will receive the applicable percentage of annual gross food, alcohol and catering revenue, and annual capital improvement funds as stipulated below. All other costs, including labor, materials, equipment, fees and California sales tax if applicable will be the burden of the Proposer.

Financial Scoring is determined as follows:

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

Proposer's total financial divided by the highest proposal = (multiplying factor) X maximum points (30) = Points for other proposer

(Example: Highest proposal \$36,565,000, second proposal \$34,610,000

Proposal \$36,565,000 receives 30 points

Proposal of \$34,610,000 points calculate as follows: \$34,610,000 divided by first proposal of \$36,565,000 = .9465 (multiplying factor) x 30 = 28.4 points awarded to second proposal

A SAMPLE OF THE FINANCIAL PROPOSAL BID FORM FOLLOWS. BIDDERS MUST COMPLETE THE ATTACHED MICROSOFT EXCEL SPREADSHEET. BIDDERS MUST ALSO SIGN THE SIGNAGE PAGE (Form A-3, page 2 of 2) ON NEXT PAGE LOCATED IN FRONT OF THE FOLLOWING SAMPLE FINANCIAL PROPOSAL BID FORM. FAILURE TO COMPLETE SPREADSHEET AND SIGN THE SIGNAGE PAGE WILL RESULT IN DISQUALIFICATION.

Form, A-3: FINANCIAL PROPOSAL BID FORM

RFP NUMBER: FB-09-25

PAGE 2 of 2

The Financial Proposal Bid shall be based on Commission-based Revenues derived from all sales including Food & Beverage/Non-Alcoholic Gross, Alcohol Gross, Catering Gross, Subcontractor Gross and Consignment Gross, as well as a Capital Improvement Contribution.

"By submitting a Bid for **Master Food & Beverage Concessionaire Services** , I understand and agree to the terms, conditions and scope of work as set forth in this Bid Request. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein."

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

Contractor's Name: _____

Contractor's Address: _____

Contractor's Signature: _____ Date: _____

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES _____ NO _____

If Yes, Certification # _____

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

YES _____ NO _____

If yes, Certification # _____

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES _____ NO _____

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

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

FINANCIAL PROPOSAL FORM

RFP No. FB-09-25

In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 30 points.

INFORMATION:

Financial offers will be considered based on the Contractor paying the 32nd DAA a percentage of the gross receipts (net of sales tax) from the sale of Food & Non-Alcohol Beverages (at not less than 34%), Alcohol Beverages (at not less than 42%), Catering (at not less than 12%), Subcontractor Food & Non-Alcohol Beverages (at not less than 15%), Consignment/Buyout Services (at not less than 50%), Grand Total of all Commissionable Gross Receipts multiplied (x not less than 1%) for Capital Reserve Accrual Fund, and a capital improvement offer of no less than \$100,000 annually.

Note: Master Concessionaire's Fair-time bottled water sales will match prevailing pricing and commission percent applied to Independent Fair-time Concessions. Though not included on ensuing Financial Proposal Form pages, Capital Reserve Accrual calculation for Pacific Amphitheatre activity will be based on commissionable sales categories x 7%.

FORMULA:

Total amount to be paid to the 32nd DAA each year based on sales of: (\$1,200,000) multiplied by the offered percentage for Food & Non-Alcohol Beverage, plus (\$13,300,000) multiplied by the offered percentage for Alcohol Beverage, plus (\$800,000) multiplied by the offered percentage for Catering, plus (\$800,000) multiplied by the offered percentage for Subcontractor Food & Non-Alcohol Beverage, plus (\$100,000) multiplied by the offered percentage for Consignment/Buyout Services, plus Grand Total of all Commissionable Receipts (\$16,200,000) multiplied by the offered percentage for the Capital Reserve Accrual Fund, plus the total annual capital improvement offer will be combined for all five contract years. This will constitute the grand total financial offer. This grand total financial offer will then be converted to points. The Proposer with the highest total offer will receive 30 points. All other bidders will receive a proportionate number of points.

Example:

Year 2026 (Above listed Formula \$ by respective revenue category) multiplied by the proposed percentage for each respective revenue category, plus (Grand Total of all Commissionable Receipts) multiplied by the proposed percentage for the Capital Reserve Accrual Fund, plus the annual capital improvement offer = 2026 Offer. The Offers of contract years 2026 – 2030 will be combined and considered the Grand Total Offer.

The Financial Proposal that offers the 32nd DAA the highest combined Grand Total Offer of revenue from the operation of all above listed Formula \$ and the contribution to capital improvement funds for all five (5) contract years shall receive 30 points. The score for each of the other lesser Financial Proposals shall be determined utilizing the following formula: divided the lesser Financial Proposal by the highest Financial Proposal, and then multiplied it by 30 points (e.g., $\$34,610,000 / \$36,565,000 = .9465 \times 30 = 28.4$ points).

See Section 5 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the overall score for each proposer.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

In the event there is a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representatives of the Proposers. In the event there is a tie on the highest score among three or more Proposers, the tie will be broken by the following method, in the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer's name in a hat; and (3) the Contracts Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be the deemed winning Proposer.

Refer to the Financial Proposal Form(s) on separate attachment for the Excel file/spreadsheet workbook to be used for input and submittal of proposed “% of Gross” (sales commission rates) and “Capital Improvement” (annual investment). Please note that numbers should only be entered into the yellow-shaded cells on the yellow-shaded sheet tabs. All yellow-shaded cells are currently populated with minimum contract requirements. If the Proposer intends to offer above minimum contract requirements, the Proposer must ensure input into each of the five (5) years of the initial contract term (2026-2030) as well as each year of the following five (5) year option term (2031-2035). Increased rates and investment levels shall be at the sole discretion of the Proposer. For purpose of clarification, the Excel attachment includes only pages “3 through 14” of 14 pages as same are the only pages subject to rate and investment input. Above text on pages 1-2 (of 14) remains only in this primary RFP document file.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 2 of 14

FINANCIAL PROPOSAL FORM (Continued)**RFP No. FB-09-25**

Proposer offers to provide Master Food & Beverage Concessionaire Services for the OC Fair & Event Center including food and bar concessions, and catering services and all other required and related activities as described in the statement/scope of work of this RFP. The 32nd DAA will receive the applicable percentage of annual gross food, alcohol and catering revenue, and annual capital improvement funds as stipulated below. All other costs, including labor, materials, equipment, fees and California sales tax if applicable will be the burden of the Proposer.

YEAR 2026

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------|---|------------|---|------------------------|
| \$13,300,000.00 | X | % | = | \$ |
| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|------------|---|------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2026 | | % N/A of Gross | | Total Paid to 32nd DAA |
|--------------------------|---|----------------|---|------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2026 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 3 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2027

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------|---|------------|---|------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|------------|---|------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2027 | | % N/A of Gross | | Total Paid to 32nd DAA |
|--------------------------|---|----------------|---|------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2027 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 4 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2028

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------|---|------------|---|------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|------------|---|------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2028 | | % N/A of Gross | | Total Paid to 32nd DAA |
|--------------------------|---|----------------|---|------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2028 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 5 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2029

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------|---|------------|---|------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|------------|---|------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2029 | | % N/A of Gross | | Total Paid to 32nd DAA |
|--------------------------|---|----------------|---|------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2029 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL

Financial Proposal Page 6 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2030

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|---------------|---|---------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2030 | | % N/A of Gross | | Total Paid to 32nd DAA |
|-----------------------------|---|-------------------|---|---------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2030 |
|--|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 7 of 14

FINANCIAL PROPOSAL FORM (Continued)**RFP No. FB-09-25****YEARS 2026-2030**

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$6,000,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$66,500,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$4,000,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$4,000,000.00 | X | % | = | \$ |
| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
| \$500,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|-------------------|---|---------------------------|
| \$81,000,000.00 | X | % | = | \$ |
| Capital Improvement 2026 - 2030 | | % N/A of Gross | | Total Paid to 32nd DAA |
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2026 - 2030 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 8 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2031

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------|---|------------|---|------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|--------------------------------------|---|------------|---|------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|------------|---|------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|------------|---|------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2031 | | % N/A of Gross | | Total Paid to 32nd DAA |
|--------------------------|---|----------------|---|------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2031 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 9 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2032

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|---------------|---|---------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2032 | | % N/A of Gross | | Total Paid to 32nd DAA |
|-----------------------------|---|-------------------|---|---------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2032 |
|--|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 10 of 14

FINANCIAL PROPOSAL FORM (Continued)**RFP No. FB-09-25****YEAR 2033**

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|---------------|---|---------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2033 | | % N/A of Gross | | Total Paid to 32nd DAA |
|-----------------------------|---|-------------------|---|---------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2033 |
|--|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 11 of 14

FINANCIAL PROPOSAL FORM (Continued)**RFP No. FB-09-25****YEAR 2034**

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|---------------|---|---------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2034 | | % N/A of Gross | | Total Paid to 32nd DAA |
|-----------------------------|---|-------------------|---|---------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2034 |
|--|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 12 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEAR 2035

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$1,200,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$13,300,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$800,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$100,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|---------------|---|---------------------------|
| \$16,200,000.00 | X | % | = | \$ |

| Capital Improvement 2035 | | % N/A of Gross | | Total Paid to 32nd DAA |
|-----------------------------|---|-------------------|---|---------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2035 |
|--|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 13 of 14

FINANCIAL PROPOSAL FORM (Continued)

RFP No. FB-09-25

YEARS 2031-2035

| Estimated Annual F&B/Non-Alc Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$6,000,000.00 | X | % | = | \$ |

| Estimated Annual Alcohol Gross | | % of Gross | | Total Paid to 32nd DAA |
|-----------------------------------|---|---------------|---|---------------------------|
| \$66,500,000.00 | X | % | = | \$ |

| Estimated Annual Catering Gross | | % of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|---------------|---|---------------------------|
| \$4,000,000.00 | X | % | = | \$ |

| Estimated Annual Subcontractor Gross | | % of Gross | | Total Paid to 32nd DAA |
|---|---|---------------|---|---------------------------|
| \$4,000,000.00 | X | % | = | \$ |

| Estimated Annual Consignment Gross | | % of Gross | | Total Paid to 32nd DAA |
|---------------------------------------|---|---------------|---|---------------------------|
| \$500,000.00 | X | % | = | \$ |

| Estimated Annual Accrual Multiplicand | | % of Gross | | Total Paid to 32nd DAA |
|--|---|---------------|---|---------------------------|
| \$81,000,000.00 | X | % | = | \$ |

| Capital Improvement 2031 - 2035 | | % N/A of Gross | | Total Paid to 32nd DAA |
|------------------------------------|---|-------------------|---|---------------------------|
| \$ Proposer Bid | X | - | = | \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2031 - 2035 |
|---|
| \$ |

| Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2026 - 2035 |
|---|
| \$ |

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 14 of 14

Form A-4: BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER FB-09-25
PAGE 1 OF 2

Contractor's Name _____ Federal Employer ID # _____
(Full business name)
Address _____ County _____
City _____ Zip Code _____
(Principal place of business)

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

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation (Number) _____

Individual (Please check one) ____ Resident ____ Non-Resident

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

____ **Partnership** (Please check one) ____ General Partnership ____ Limited Partnership

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

Corporation

A copy of the corporate resolution authorizing the signing of this form may be attached with proposal or before the award

Place and date of incorporation _____

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

CURRENT OFFICERS:

President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officers: _____

All must answer: Are you subject to Federal Backup Withholding? ____ Yes ____ No

Form A-4: BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER FB-09-25
PAGE 2 OF 2

Fictitious Name

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

Small Business Preference

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

If yes, the bidder is required to submit a copy of the 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, or officers? ☐ Yes ☐ No

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

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

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

(Print Name & Title)

(Signature)

(Date)

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

Form A-5: BIDDER DECLARATION

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

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

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

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

Signature: _____ **Date:** _____

Form A-5: BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

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

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

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

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

Read the certification at the bottom of the page and complete the "Page _1_ of _2_" accordingly.

Form A-6: DARFUR CONTRACTING ACT ATTACHMENT
RFP NUMBER: FB-09-25
PAGE 1 OF 1

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

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

- A. ___ 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

- B. ___ 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

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

CERTIFICATION For # 3.

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

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

Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM

(Public Contract Code sections 2202-2208)

RFP NUMBER **FB-09-25**

Page 1 of 2

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

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

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

OPTION #1 – CERTIFICATION

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

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

Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)
RFP NUMBER FB-09-25
Page 2 of 2

OPTION #2 – EXEMPTION

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

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

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

Documents to be completed by District

NOTICE OF PROPOSED AWARD

FB-09-25

Tuesday, September 9, 2025

**THE 32ND DISTRICT AGRICULTURAL ASSOCIATION
ANNOUNCES**

PROPOSED AWARD OF THE

Master Food & Beverage Concessionaire Services

AT THE OC FAIR & EVENT CENTER TO:

(ENTER AWARDEE COMPANY NAME)

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. BY
Tuesday, September 16, 2025, THE AWARD WILL BE FINAL.**

Forms: Section C

Documents That Are Part of the Contract to Be Awarded

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

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____

AGREEMENT NUMBER

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

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

3. The maximum amount of this Agreement is: _____

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

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

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

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

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

CONTRACTOR

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

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR BUSINESS ADDRESS

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

Page 1 of 1

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME:

Contractor contact information

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

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

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

Page 1 of 1

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

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

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 2/2025

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**: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State of California, the 32nd District Agricultural Association, and their respective officers, agents and employees (collectively, the "State") from any and 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 this Agreement, regardless of responsibility of negligence, by reason of death, bodily injury, or property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation (including but not limited to, operation of the Americans With Disabilities Act, and/or any state, local successor or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding Contractor, or any of its employees or agents).
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).

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 2 of 4

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 3 of 4

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 4 of 4

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 the 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)).

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - i. “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

- a. 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.
- b. 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):

- a. 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.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS

Page 2 of 3

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

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

EXHIBIT E – INSURANCE REQUIREMENTS

Page 3 of 3

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 – OCFEC MEGAN'S LAW SCREENING & CERTIFICATION FORM

Page 1 of 3

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

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

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

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

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

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

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

Page 2 of 3

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

Company/Organization Name: _____

Contact Name _____ **Contact Telephone:** _____

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

Other/Explanation if Needed: _____

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

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

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

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

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

Page 3 of 3

[illegible]

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

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

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

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

Procedure 0001

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

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

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

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

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

3. SITE ACCESS

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

4. INSURANCE

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

5. WORK PERMIT LAW

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

6. PERSONNEL

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

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

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

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

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

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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8. SUPPLIERS

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

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

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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18. TERMINATION

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

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

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

28. FIRE REGULATIONS

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

-End Exhibit H-

END OF RFP – FB-09-25