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Rev. 4/25

32ND DISTRICT AGRICULTURAL ASSOCIATION

Advertising & Media Buying Services

HIGH SCORE

REQUEST FOR PROPOSAL

RFP NUMBER: AM-06-26

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

REISSUE

Date Reissued: FRIDAY, NOVEMBER 6, 2026

Bids must be received no later than Friday, November 13, 2026, 11:00 a.m.
Clearly marked with the following:

Advertising & Media Buying Services
RFP Number AM-06-26

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 VIII – 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 that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.

DGS: Refers to the "Department of General Services," State of California, located at:

707 Third Street, 7th Floor
West Sacramento, California 95605
Attention: Office of Legal Services

DISTRICT: Refers to the 32nd District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at:

88 Fair Drive
Costa Mesa, California 92626

F & E: Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:

1010 Hurley Way, Suite 200
Sacramento, California 95825

IMAGINOLOGY: Refers to the annual event held in April of each year.

QUALIFIED: The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the RFP and meet all other requirements listed herein.

OC FAIR/FAIR TIME: Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.

RFP: 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 Advertising & Media Buying Services in accordance with the Scope of work listed in this RFP and as directed by the District, from January 1, 2027 – December 31, 2028, with three (3) 1-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory contract performance is required. Extensions may involve renegotiation of certain areas.

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.

C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to the closing time 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 lowest potential cost is awarded the maximum points, thirty (30). Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost divided by other proposal (factor) X maximum cost points = cost points for other proposer

(Example: Lowest cost proposal of $75,000 divided by other proposal of $100,000 = ¾ (factor) x 30 = 22.5 points award to other proposal)

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

A contract award is not final until:

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

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

E. TENTATIVE SCHEDULE

RFP Released	Friday, November 6, 2026
**Questions Due via Email	N/A
Answers Sent to All Bidders via Email	N/A
Proposal Deadline:11:00 a.m.	**Friday, November 13, 2026, 11:00 a.m.**
Proposal Scoring	Tuesday, November 17, 2026
**Presentations	Thursday, November 19, 2026
Notice of Proposed Award	Friday, November 20, 2026
Protest Deadline	Wednesday, December 1, 2026
Board Approval of RFP Award	Thursday, December 17, 2026
Proposed Contract Commences	Friday, January 1, 2027

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

** All questions are to be submitted in writing and email to RFP@ocfair.com by the date and time specified above. All Bidders will be sent email notification when questions and answers are posted on the District's web site. No RFP related questions will be answered following 5:00 p.m. – N/A .

F. BIDDER/CONTRACTOR STATUS FORM

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

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

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

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

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

2.**ALL** Bidders must complete and submit the Bidder and Subcontractor Performance Declaration, GSPD-05-105 (Attachment 3) found at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

3.IF Bidder answered "yes" to any question on the GSPD-05-105, Bidder must submit Disabled Veteran Business Enterprise Declarations, DGS PD 843 found at https://www.documents.dgs.ca.gov/dgs/fmc/gs/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 District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

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

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: 1) Preparing the proposal in response to this request; 2) Submission of said proposal to the District; 3) Negotiating any matter related to

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

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

K. SIGNATURE

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

L. PRE-AWARD AUDIT

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

M. SINGLE PROPOSAL RESPONSE

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

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

N. NON-ASSIGNMENT

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

O. LOSS LEADER

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

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

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

Q. POST AWARD DISPUTES

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

R. EXPATRIATE CORPORATION:

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

S. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- 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 VIII – Forms):

a. The attached sample Standard Agreement; the RFP General Provisions including Additional Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.

b. The Statement of Work to be Performed and/or work requirements set forth in this RFP.

c. Addenda subsequent to the initial release of the RFP.

d. The District's response to written questions and clarification to the RFP.

e. Megan's Law Screening and Certification.

f. OCFEC Uniform and Identification Procedures

2. Errors and Requests for Additional Information

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

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

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

3. Addenda (Changes to the RFP)

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

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

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

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

4. Definitions

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

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

5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

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

A proposal may be rejected if:

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

6. Right to Reject Any or All Proposals

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

7. Protests

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

- Department of General Services
  Office of Legal Services
  Attention: Protest Coordinator
  707 Third Street, 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.

PART IV

HISTORY & GENERAL INFORMATION

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

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

The property includes Centennial Farm, a three-acre working farm which educates the public, including more than 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.

The Ranch Community Center is a seven-acre public equestrian and educational learning center. Through school field trips and specialty 9 week learning sessions The Ranch team is dedicated to teaching animal care, as well as gardening and farming techniques, The Ranch has welcomed thousands of children since its inaugural Discovery Day in 2025. It's also home to several community businesses including equine assisted psychotherapy and several horse training operators offering riding lessons and camps.

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

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

The Pacific Amphitheatre is used throughout the year for live performances and events, and is historically 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, running May through September.

Imaginology takes place annually over a two or three-day weekend (subject to change). The popular event features S.T.E.A.M. (Science, Technology, Engineering, Arts & 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.

PART V

STATEMENT OF WORK (SOW) TO BE PERFORMED

The District is soliciting Bids for the Advertising & Media Buying Services The Agreement term for these services shall be for January 1, 2027 - December 31, 2028 with three (3) one (1)-year options.
This part describes the work to be performed by the Bidder who is awarded the contract and contains terms and conditions which will be deemed incorporated and become a part of any contract awarded pursuant to this 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.

A. PURPOSE, OBJECTIVES AND TERM

The 32nd District Agricultural Association, also known as OC Fair & Event Center (District), seeks a qualified full-service agency or integrated agency team to provide strategic advertising, creative, media, digital performance marketing, research, analytics and related services. The selected Contractor shall serve as a proactive business partner capable of supporting a high-volume annual fair, live entertainment, year-round events, venue rentals, educational and community programs, and other District priorities.

The anticipated Agreement term is January 1, 2027 through December 31, 2028, with three (3) optional one-year extensions exercisable at the District's sole discretion. The District does not guarantee any minimum volume of work, media expenditure or production expenditure.

The Contractor's work shall advance the following objectives:

1. Increase ticket sales, earned revenue and attendance while supporting attendance business model, dates, daypart and operational objectives.
2. Acquire new customers; retain, reactivate and increase engagement among prior customers; and expand geographic and audience penetration.
3. Strengthen and protect the distinct brands of the OC Fair, Pacific Amphitheatre, OC Fair & Event Center and other District programs.
4. Reach Orange County's diverse communities through culturally informed, inclusive and accessible communications.
5. Improve marketing effectiveness through transparent media practices, first-party data, disciplined testing and measurement tied to actual business outcomes.
6. Provide responsive, event-capable service and rapid adaptation to sales pacing, weather, artist or schedule changes, misinformation, public-safety matters and other changing conditions.

B. GENERAL PERFORMANCE REQUIREMENTS – This section is not intended for the format requirements and will not result in automatic disqualification.

Unless expressly identified as optional, the requirements in this Part V represent the services and capabilities the District expects the Contractor to address in its proposal. The Contractor should describe its approach to providing the requested services, including all labor, supervision, expertise, project management and ordinary tools necessary to perform the services.

1. Maintain sufficient staffing and resources to attend required onsite meetings and provide in-market support in Costa Mesa, including event-critical coverage during the annual OC Fair and major Pacific Amphitheatre on-sales and performances.
2. Operate as an extension of District staff while observing District approval processes, public-agency requirements, brand standards, budget controls and records-retention obligations.
3. Use appropriately qualified personnel for strategy, creative, media, analytics, multicultural marketing, accessibility, privacy, production and account management.
4. Identify all subcontractors and affiliated entities proposed for the account. No material subcontractor or key-personnel substitution may occur without prior written District approval.
5. Provide recommendations grounded in evidence and clearly distinguish facts, estimates, platform-reported results, assumptions and professional judgment.
6. Maintain written work plans, schedules, estimates, approvals, decision logs, campaign records and performance documentation sufficient for audit and transition.

C. DISTRICT PROPERTIES AND PROGRAMS

Services may be requested for any District asset or initiative, including:

1. The annual OC Fair and related admission, carnival, food, entertainment, exhibit, promotion and guest-experience programs.

2. Pacific Amphitheatre and other ticketed entertainment, including event-specific on-sales and sales-response campaigns.

3. Imaginology and other educational, agricultural, community and public-benefit programs.

4. OC Fair & Event Center venue rentals, property events and year-round business development.

5. District-wide brand, reputation, research, visitor-information and special-project needs.

D. CORE SERVICES

1. Integrated Marketing Strategy and Annual Planning

The Contractor shall develop an integrated, audience-centered and measurable approach for each assigned property or campaign. Services shall include:

1. Conducting an initial discovery and asset review, including prior campaigns, media performance, creative, customer research, ticketing and web analytics, promotions, owned channels and relevant operational constraints.

2. Preparing an annual integrated marketing plan and campaign-specific plans that identify objectives, priority audiences, customer journey, positioning, message strategy, channel roles, timing, budget allocation, key performance indicators, dependencies and risks.

3. Developing budget scenarios at District-specified funding levels, including recommended allocation by objective, property, audience, market, channel and sales phase.

4. Establishing measurable objectives tied, as applicable, to ticket units, ticket revenue, cost per acquisition, return on ad spend, attendance pacing, date/daypart mix, new-customer acquisition, geographic penetration, engagement and awareness.

5. Developing strategies for acquisition, retention, reactivation, frequency, cross-promotion and conversion rather than treating first-time visitation as a stand-alone initiative.

6. Maintaining contingency playbooks for low or high sales pacing, sellouts, weather, schedule or artist changes, operational limitations, reputation issues and urgent communications.

7. Providing competitive and comparative analysis of fairs, festivals, attractions, cultural destinations, live-entertainment venues and other leisure choices.

2. Research, Insights and Audience Development

The Contractor shall translate research and District data into actionable decisions. Services shall include:

1. Conducting or coordinating market, audience, brand, creative, media-consumption and customer-experience research approved by the District.

2. Developing and refreshing audience segments using available demographic, geographic, psychographic, behavioral and transactional information.

3. Addressing first-time, repeat and lapsed visitors; families; concertgoers; multicultural and multilingual audiences; and emerging or underserved audience segments.

4. Providing market and industry updates at least semiannually and timely alerts when material changes affect active campaigns.

5. Designing surveys, focus groups, interviews, social listening or other approved research; documenting methodology, sample limitations and findings.

6. Maintaining an annual learning agenda identifying the most important questions to test or research.

3. Brand Strategy, Campaign Concepts and Creative Development

The Contractor shall develop original, strategically grounded creative that can operate cohesively across paid, owned and partner channels. Services shall include:

1. Evaluating existing brands, campaigns, messages and collateral and recommending prioritized improvements.

2. Developing annual or multi-year OC Fair theme platforms when directed, including naming, visual direction, key messages, audience relevance, extensibility and practical application across the guest experience.

3. Executing and evolving District-approved campaign platforms already in market during the Agreement term.

4. Preparing creative briefs, concept presentations, copy, art direction, storyboards, scripts, design systems and production specifications.

5. Creating campaign architecture that distinguishes District properties while enabling efficient cross-promotion and shared asset use where appropriate.

6. Producing audience-, language-, offer-, date- and channel-specific versions without weakening brand consistency.

7. Supporting rapid-turn creative needs and dynamic sales messages during live campaign periods.

2. Content Production and Asset Versioning

Upon District authorization and an approved estimate, the Contractor shall produce or manage production of campaign assets. Deliverables may include:

1. Broadcast, connected-television and online-video spots; short-form vertical and horizontal video; pre-roll; motion graphics; cutdowns; and platform-native variations.

2. Broadcast, streaming and podcast audio; English- and Spanish-language versions; tags, Cutdowns and event-specific adaptations.

3. Paid-social, search, display, native, rich-media, digital-out-of-home, print, outdoor, point-of-purchase, collateral and promotional materials.

4. Landing-page recommendations, wireframes, ad copy, responsive asset groups, campaign toolkits and partner-ready materials.

5. Closed captions, transcripts, alternative text, accessible files and other required accessibility components.

6. Delivery of editable native/source files, packaged files, raw footage, masters, final files and a rights-and-usage record under District-approved naming and archive conventions.

For third-party production, the Contractor shall obtain competitive pricing consistent with District procurement direction, disclose all markups and financial interests, present the basis for its recommendation, and obtain written District approval before commitment. The District reserves the

right to select, contract with or pay a production vendor directly. Production budgets are separate from agency labor unless the Financial Proposal expressly states otherwise.

3. Media Planning, Buying and Stewardship

The Contractor shall provide integrated general-market and multicultural media services for assigned campaigns. Channels may include television, cable, connected and addressable television, online video, radio, streaming audio, podcasts, paid search, paid social, programmatic display/video/audio, print, out-of-home, digital out-of-home, native, contextual, affiliate, creator amplification and emerging platforms approved by the District. Services shall include:

1. Developing objective-based media plans with audience, geography, timing, channel role, reach, frequency, investment, fee and performance rationale.

2. Providing media plans at District-requested budget levels and revising them as sales pacing, inventory, creative, operations or funding changes.

3. Negotiating rates, placement, added value, data rights, cancellation terms, make-goods and other favorable conditions.

4. Disclosing whether purchases are made as the District's agent or as principal and identifying all agency, affiliate, platform, technology, data and inventory margins or fees.

5. Providing placement-level transparency, including publisher, platform, exchange, supply path, inventory type, targeting, geography, cost and delivery where available.

6. Trafficking approved assets; maintaining naming, UTM and rotation standards; confirming launch; monitoring proof of performance; and resolving discrepancies.

7. Applying frequency, viewability, brand-suitability, invalid-traffic and geographic controls appropriate to each campaign.

8. Securing credits, refunds or make-goods for nonperformance, invalid delivery or material deviations and passing all benefits attributable to District spending to the District.

9. Reconciling media delivery and invoices against approved authorizations and providing final buy documentation and post-campaign analysis.

4. Digital Performance Marketing and Continuous Optimization

Digital activation shall be managed as an ongoing performance function, not solely as media placement. The Contractor shall:

1. Complete a documented prelaunch readiness review covering campaign settings, budget, geography, audiences, exclusions, creative, links, landing pages, tags, consent behavior, conversion events and reporting.

2. Monitor pacing and performance throughout each campaign and optimize budget, bids, objectives, audiences, placements, creative, geography, frequency and timing within District-approved authority limits.

3. Monitor active OC Fair and major concert campaigns at least each business day, with more frequent review during on-sales, final sales periods and event operations as circumstances require.

4. Immediately notify the District of tracking failures, significant overspend or underspend, disapproved ads, abnormal traffic, brand-safety incidents or material underperformance.

5. Plan and document controlled tests of creative, messages, offers, audiences, landing pages and

media variables; identify the hypothesis, decision rule, outcome and action taken.

6. Coordinate paid-search and organic-discovery recommendations, including evolving AI-assisted search and referral behavior, without guaranteeing platform rankings.

7. Use purchaser suppression, retargeting and sequential messaging when authorized, lawful and technically appropriate.

5. Measurement, Attribution and Reporting

The Contractor shall establish a measurement framework before campaign launch and connect media performance to District business outcomes to the extent technically and legally available. Requirements include:

1. A District-accessible live or near-real-time dashboard showing budget, pacing, delivery, traffic, conversions and revenue by property, campaign, channel, audience and geography as appropriate.

2. Weekly written performance and action reports during principal OC Fair and major entertainment campaign periods; monthly consolidated reports year-round; and quarterly executive business reviews.

3. Measurement of impressions, reach, frequency, viewability, video completion, engagement, traffic, cost efficiency, conversion, cost per acquisition, ticket revenue and return on ad spend, as relevant to the campaign objective.

4. Reconciliation of platform-reported conversions with available website, ticketing, CRM and actual transaction data; clear labeling of click-through, view-through, assisted, modeled and deduplicated results.

5. Written disclosure of attribution windows, methodology, limitations, data gaps and changes in measurement methods.

6. Analysis of new versus returning purchasers, event date, day of week, sales window, geography, audience and campaign where data is available and use is authorized.

7. Incrementality, lift or holdout testing when practical and approved by the District.

8. Year-over-year, plan-versus-actual and relevant benchmark comparisons, plus a concise explanation of what happened, why it happened, what was changed and what should happen next.

9. A final campaign recap, annual learning report and detailed post-Fair debrief with recommendations for the next planning cycle.

10. Export of underlying campaign and performance data in a common, nonproprietary format upon request.

6. Multicultural, Multilingual, Inclusive and Accessible Communications

The Contractor shall treat multicultural marketing as strategy and cultural relevance, not merely translation. The Contractor shall:

1. Use audience-specific insight and media-consumption information to recommend priority audiences, languages, channels, messages and partnerships.

2. Provide translation and qualified human review appropriate to the audience and deliverable; identify when specialist or certified language services are required.

3. Review imagery, casting, tone, offers and calls to action for cultural relevance, representation and unintended meaning.

4. Design communications to include diverse audiences across age, race, ethnicity, language, disability, family composition, income and geography as relevant to the campaign.

5. Ensure applicable digital deliverables conform to WCAG 2.1 Level A and AA and District standards, including captions, transcripts, alternative text, color contrast, readable on-screen text, keyboard and screen-reader support, accessible PDFs and accessible presentation files.

6. Perform and document accessibility quality assurance before delivery or publication and remediate nonconforming work without additional charge when the defect is attributable to the Contractor.

7. Promotions, Partnerships, Creators and Special Projects

At the District's direction, the Contractor may develop or support promotions, sponsorship-compatible opportunities, creator programs, street teams, research and other special projects. For creator or influencer work, the Contractor shall:

1. Evaluate audience quality, authenticity, brand suitability, past content and reputational risk.

2. Document deliverables, timing, compensation, approvals, exclusivity, disclosure requirements, usage rights, paid amplification/whitelisting and performance measures.

3. Require clear disclosure of material relationships in accordance with applicable law and platform requirements.

4. Obtain and retain all releases and permissions, including appropriate safeguards when minors participate.

5. Monitor delivery and compliance and provide a final results and rights record.

6. Coordinate roles with District Communications staff so responsibility for organic content, media relations, social engagement and crisis response is clear for each project.

8. Artificial Intelligence and Emerging Technology

The Contractor may use artificial intelligence only in a controlled, disclosed and accountable manner. The Contractor shall:

1. Disclose in its proposal anticipated uses of generative or predictive artificial intelligence and identify material changes during the Agreement term.

2. Obtain written District approval before publishing materially AI-generated or AI-altered content or using synthetic voices, faces, people, testimonials or documentary-style imagery.

3. Provide qualified human review for accuracy, bias, accessibility, cultural appropriateness, rights clearance, disclosure and brand compliance.

4. Never enter confidential, personal, security-sensitive, embargoed or proprietary District information into a public or unapproved AI system.

5. Never use District data, content or work product to train or improve an agency or third-party model without express written authorization.

6. Maintain documentation of material tools and inputs used, preserve original source materials and provide a reasonable audit trail upon request.

7. Remain fully responsible for work produced or decisions supported by AI, automation, bidding systems or other third-party technology.

8. Comply with applicable State of California generative-AI procurement requirements and any District special provisions.

9. Account Management, Staffing and Event-Critical Support

The Contractor shall provide year-round account leadership and coordination. At minimum, the proposed team shall include named executive oversight, account leadership, strategy, creative, media and analytics leads, with multicultural, accessibility, privacy and production expertise available as required. The Contractor shall:

1. Provide an account organization chart identifying employees, affiliates and subcontractors; roles; relevant qualifications; location; estimated allocation; and backup coverage.

2. Assign a day-to-day lead authorized to coordinate resources, estimates, timelines, approvals, meetings, status reports and issue escalation.

3. Provide meeting agendas in advance and concise decisions, responsibilities and due dates afterward.

4. Maintain a current project status report, master calendar, media authorization record, budget tracker, deliverable log and risk/issues log.

5. Attend the annual OC Fair on multiple mutually agreed dates, Imaginology and other agreed events to build property knowledge and support active campaigns.

6. Participate in a detailed annual post-Fair debrief and planning session and quarterly reviews with District senior leadership.

7. Provide advance written notice of material staffing changes and propose equal-or-better replacements. Departing staff shall complete documented knowledge transfer at no additional cost.

8. Maintain event-period backup coverage and an escalation path for urgent creative, media, billing, tracking or reputation issues.

E. GOVERNANCE, PROTECTION AND OWNERSHIP

1. District Approval and Change Control

The District retains final approval over strategy, budget, media commitments, creative, production vendors, data use, technology deployment and publication. The Contractor shall not commit District funds or publish material without documented authority. Each project shall have an approved scope, estimate, schedule and owner. Material changes require written approval before work proceeds.

2. Account, Platform and Data Ownership

To protect continuity and public assets:

1. Advertising accounts, business managers, analytics properties, tag-management containers, pixels, conversion APIs, audiences, dashboards and similar assets shall be established in the District's name whenever the platform permits.

2. The District shall retain administrative access throughout the Agreement. Agency-owned

accounts may be used only with prior written approval and a documented access and transition plan.

3. All campaign, cost, performance, audience and transaction-related information created or obtained for District work is District data, subject to applicable third-party rights and law.

4. The Contractor shall not commingle District information with other clients' information or use it to develop commercial audience pools, products or models.

5. The Contractor shall not withhold District accounts, credentials, data or assets because of a billing dispute.

3. Privacy, Security and Marketing Technology

The Contractor shall comply with applicable privacy, security, records-retention and breach-notification requirements and District policies. At minimum, the Contractor shall:

1. Obtain written approval before adding or materially changing pixels, tags, cookies, SDKs, clean-room connections, server-side tracking or similar technology on District properties.

2. Maintain an inventory identifying each approved technology, purpose, data elements, recipient, retention period, access and deletion procedure.

3. Honor applicable consent choices and opt-out preference signals and support data minimization.

4. Prohibit sale, sharing, unauthorized cross-context behavioral use or repurposing of District data except as expressly authorized and legally permitted.

5. Use multifactor authentication, least-privilege access, secure credential practices and prompt removal of access when no longer required.

6. Notify the District without unreasonable delay of suspected unauthorized access, credential compromise, accidental disclosure or material security incident and cooperate in investigation and remediation.

7. Flow applicable requirements to subcontractors, platforms and technology vendors and remain responsible for their performance.

4. Brand Safety, Fraud and Media Quality

The Contractor shall maintain documented controls for invalid traffic, bots, click fraud, made-for-advertising inventory, viewability, unsuitable content adjacency, misinformation, geographic leakage and excessive frequency. The Contractor shall disclose verification tools and costs; use appropriate inclusion/exclusion controls; notify the District of material incidents; promptly remove affected placements; and pursue credits or make-goods.

5. Rights, Licensing and Records

For each material production, the Contractor shall provide a rights record identifying District-owned work, agency-created work, third-party elements, talent/creator permissions, music, photography, footage, fonts and software; permitted media, geography and term; organic and paid-media use; editing and archival rights; restrictions; and extension cost. Unless otherwise approved in writing, the Contractor shall deliver all final and editable source assets upon completion and retain complete project records for the period required by the Agreement and applicable law.

6. Transition Assistance

At expiration or termination, the Contractor shall provide an orderly transition for up to [60/90] days at the rates and terms stated in the Agreement, except that routine transfer of District-owned accounts, credentials, settings, audiences, histories, data exports, reports, source files, rights records, naming

conventions and open-project status shall be included without a separate transition fee. The Contractor shall cooperate with the District and any successor and shall not impair active campaigns or access.

F. REQUIRED DELIVERABLES AND SERVICE LEVELS

The following are minimum requirements. The District may establish campaign-specific schedules and service levels in an approved work order.

Deliverable / Activity	Minimum Standard	Cadence / Timing	Acceptance / Notes
Annual integrated marketing plan	Objectives, audiences, journey, messages, channel roles, budget, KPIs, risks and calendar	By District-approved annual planning date	Requires written District approval
Campaign/media plan	Placement-level plan, fees, targeting, forecast, tracking and optimization approach	Before commitments or launch	No commitment without authorization
Creative brief and concepts	Strategy, audience, message, deliverables, rights and accessibility needs	Per approved schedule	Includes revision rounds stated in work order
Prelaunch readiness check	Links, tracking, consent, settings, geography, budget and creative verified	Before every digital launch	Written confirmation required
Performance reporting	Dashboard plus insights, actions and budget pacing	Weekly in principal campaign periods; monthly year-round	Underlying data exportable
Executive business review	Business results, learning agenda, forecast, risks and decisions	Quarterly	Key team participation required
Post-campaign / post-Fair report	Delivery, outcomes, attribution limits, learning and recommendations	Within [30] days after campaign / Fair	Reconciled to actuals where available
Budget and invoice reconciliation	Approved estimate, commitments, actuals, credits, proof and variance	Monthly; final within [60] days	No undisclosed fees or markup
Urgent incident notification	Tracking, overspend, brand safety, security or material delivery issue	Immediately; no later than [2] hours after discovery during active event periods	Escalation path maintained
Asset and rights archive	Masters, source files, raw assets, versions and rights record	At project close and upon request	District-accessible organization

G. COMPENSATION, MEDIA BILLING AND TRANSPARENCY

The Financial Proposal shall separate core retainer services, media compensation, production, optional services and pass-through expenses. The Contractor shall provide sufficient detail for the District to compare proposals and audit charges.

1. Core monthly retainer by function or labor category, estimated annual hours and assumptions.

2. Media planning and buying compensation by channel, stated as fixed fee, commission or other method, and whether calculated on gross or net media.

3. Programmatic platform, technology, data, research, verification, ad-serving and related fees.

4. Hourly rates for optional services and all proposed annual rate adjustments.

5. Production, subcontractor and pass-through markups; travel and out-of-pocket policies; minimum-spend commitments; and cancellation costs.

6. All rebates, credits, incentives, free inventory, data benefits, principal-media margins and other consideration received or expected from vendors or affiliates in connection with District spending.

7. Payment-flow assumptions, including whether the District pays media or production vendors directly or reimburses the Contractor. No Contractor financing obligation shall apply unless expressly stated in the final Agreement.

Unless otherwise authorized in writing by the District, the District will not prepay media, advertising or other third-party placement costs. When the Contractor incurs such costs on behalf of the District, the Contractor shall submit the costs for reimbursement only after providing the applicable third-party invoice and satisfactory proof of performance, including, as applicable, proof of placement, delivery or completion of the authorized advertising or services. The District may, at its discretion, contract with or pay media, advertising, production or other third-party vendors directly. The Contractor shall not commit the District to any expenditure without prior written authorization.

No work beyond an approved authorization may be billed. Invoices shall reference the applicable estimate, purchase order or authorization and include itemized labor or fee detail, approved third-party invoices, proof of performance, credits and reconciliation. The District shall receive the full benefit of credits, refunds, rebates and make-goods attributable to its expenditures.

H. OPTIONAL AND ADDITIONAL SERVICES

The District may request related services not expressly included in the core scope. Before performing optional work, the Contractor shall submit a written estimate identifying scope, deliverables, personnel, hours or fixed fee, third-party cost, assumptions and schedule. Work may begin only after written District authorization. Optional services shall be billed at the rates in the Financial Proposal unless a lower fixed fee is approved.

I. PERFORMANCE MANAGEMENT AND ACCEPTANCE

The District may reject or require correction of work that does not conform to the approved brief, specifications, accessibility requirements, rights requirements or professional standards.

1. The Contractor shall correct Contractor-caused errors, omitted versions, incorrect specifications,
trafficking mistakes, billing discrepancies and nonconforming accessibility work promptly and without additional charge.

2. The District and Contractor shall maintain a performance scorecard addressing strategic value, quality, timeliness, responsiveness, budget stewardship, media performance, reporting, staffing continuity and compliance.

3. Material or repeated performance failures may require a written corrective action plan, staffing change, service credit where provided in the Agreement, or other contractual remedy.

4. District approval does not relieve the Contractor of responsibility for accuracy, compliance, professional quality or adherence to authorized specifications.

J. DISTRICT RESPONSIBILITIES

To support timely performance, the District anticipates providing available background information, brand standards, prior performance information, authorized access to relevant systems, designated reviewers, approval authority, operational updates and timely decisions. District responsibilities do not waive Contractor

obligations to identify missing information, risks, dependencies or unreasonable schedules before proceeding.

K. OTHER CONDITIONS

The District reserves the right to award, separately procure, remove, add, defer or decline services for any property, event, campaign or portion thereof. No exclusivity is granted unless expressly stated in the Agreement. The Contractor shall identify actual or potential client conflicts involving competing fairs, festivals, attractions or entertainment venues and shall propose safeguards acceptable to the District.

L. PREVAILING WAGE, IF APPLICABLE

The Contractor and its subcontractors shall comply with applicable prevailing-wage requirements. In accordance with California Labor Code section 1773, the general prevailing rates of wages applicable in the county in which covered work is performed are those established and published by the Director of Industrial Relations. Current determinations are available at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. The District makes no representation that particular services are or are not subject to prevailing wage; the Contractor is responsible for compliance when applicable. 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 the District's needs as described in this RFP. This part describes the process the District will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a Bidder for clarification purposes only. The Bidder will not be allowed to ask questions concerning other Bidders, but only to respond to clarification questions from the Committee. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

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

   This is not a public review.

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

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

   This is not a public review.

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.

4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the proposal.

   This is not a public review.

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

   This is not a public review.

6. Small Business Bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable and up to 5%. The "Financial Proposal Bid Forms" will be used to determine the not to exceed amount of the contract.

7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members.

8. In the event of a tie in determining the successful Bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied Bidders.
9. All Bidders will be notified of the results.

B. SCORING PROCESS

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

- **Initial Scoring:** Technical and financial scores are combined to determine the top three highest-ranking proposers.
- **Presentations:** The top three proposers will be invited to the presentation phase.
- **Final Selection:** Presentation scores will be added to the initial scores. The proposer with the highest cumulative score will be awarded the contract.

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

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

		MAXIMUM POINTS
1.	**Relevant Experience & Qualifications**	**20**
a.	Experience providing advertising, marketing, media planning and media buying services, particularly for fairs, festivals, events, hospitality, tourism, entertainment and/or venues	5
b.	Experience developing and executing integrated campaigns across traditional, digital, social, television, radio, out-of-home and other applicable media	4
c.	Experience with collateral, display and unique print projects, promotions and marketing programs, including demonstrated results	3
d.	Qualifications, experience and relevant expertise of the proposed account team, including organizational structure and key personnel	3
e.	Hispanic marketing/advertising and media buying experience, including team structure, roles and responsibilities and use of subcontractors, if applicable	3
f.	Client references demonstrating relevant experience, quality of services and length of client relationships	2
2.	**Examples of Creative Work**	**10**
a.	Quality, creativity and effectiveness of work presented	4
b.	Ability to develop integrated creative across multiple media and formats	3
c.	Range and versatility of creative capabilities	3
3.	**Method of Approach**	**20**
a.	Understanding of the OC Fair, District objectives and target audiences (a)	3
b.	Advertising, marketing, media planning/buying and multicultural strategy (b,c,d,e,f)	6
c.	Promotions, Audience Engagement & Performance Optimization (g,h,i)	4
d.	Account Management & Collaboration (j,k,l)	4
e.	Artificial Intelligence & Emerging Technology (m)	3
4.	OC Fair Theme / Campaign Creative Concept	10
a.	Strategic relevance, distinctiveness and ownability of theme	3
b.	Strength and creativity of campaign concept	4
c.	Ability to translate concept across multiple channels and formats	3
5.	**Presentation**	**10**
	Financial Proposal	**30**
a.	Bidder will complete Financial Proposal Bid Forms, all required forms in Part VIII – Forms	

GRAND TOTAL OF POSSIBLE POINTS 100

PART VII

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

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

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

B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as one (1) document. It is recommended that Bidder keep to 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 #: AM-06-26 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 – This section is for bidder responses. Incomplete answers may lower your score, though they will not result in automatic disqualification.

Each Bidder shall submit, for the purposes of proposal evaluation, all of the following information in the order listed below. All information submitted may pertain to the proposing company itself or to principal officers of the company. If any subcontractors are to be used to fulfill this contract, submit applicable information as well.
Bidder should submit sufficient documentation to demonstrate that its company can meet the requirements of the contract. All responses shall be provided in narrative detail, except where otherwise requested.

1. Relevant Experience & Qualifications
Provide experience related to the services required under this RFP from the past six years.
Experience listed should include:

a. A brief description of similar advertising, marketing, media planning and media buying services provided to other clients, particularly for fairs, festivals, events, hospitality, tourism, entertainment and/or venues.

b. Examples demonstrating experience developing and executing integrated advertising and marketing campaigns across traditional, digital, social, television, radio, out-of-home and other applicable media.
c. A description of collateral, display and/or unique print projects completed for clients.
d. An overview of promotions and marketing programs executed on behalf of other clients, including measurable results where available.
e. Agency organizational chart and biographies for key personnel proposed for the OC Fair account.
f. Team structure and qualifications for Hispanic marketing/advertising and media buying, including the roles and responsibilities of key personnel and any subcontractors.
g. A minimum of three client references, including client name, contact information, services provided and length of relationship.

2. Examples of Creative Work
Provide a minimum of five (5) and a maximum of twelve (12) examples of creative work produced by the Bidder.
Examples may include, but are not limited to:

- Advertising campaigns
- Print advertisements
- Television/video
- Radio
- Digital and interactive campaigns
- Social media
- Outdoor/out-of-home advertising
- Promotional materials
- Point-of-purchase materials
- Campaign themes and/or logos
- Other unique creative projects

The examples should demonstrate the Bidder's ability to develop creative work across multiple media and formats.
At minimum, the portfolio should include:

a. One (1) print advertisement layout designed by the Agency.
b. One (1) television/video spot developed from concept through production by the Agency.
c. One (1) radio spot developed from concept through production by the Agency.
d. One (1) interactive or digital campaign.

Samples may be presented in one (1) consolidated portfolio rather than as individual submissions.

3. Method of Approach
Provide a detailed description of the Bidder's proposed approach to providing the advertising, marketing, creative and media planning/buying services described in this RFP.
The response should address, at a minimum:

a. Understanding of the District's objectives and the OC Fair brand and audience.
b. Overall advertising and marketing strategy.
c. Media planning and buying approach.
d. Integration of traditional and digital media.
e. Multicultural marketing and advertising strategy.
f. Creative development and campaign integration.
g. Promotions and audience engagement.
h. Data, analytics, tracking and measurement.
i. Approach to optimizing campaigns based on performance.
j. Account management, communication and collaboration with District staff.
k. Use and management of subcontractors, if applicable.
l. Proposed workflow, timelines and approval processes.
m. Artificial intelligence and emerging technology. Describe the Bidder’s anticipated use of generative or predictive artificial intelligence, automation and other emerging technologies in providing the services.

The information provided in this section will be considered as part of the District’s evaluation of the Bidder’s Technical Approach. Failure to adequately address this topic may result in a reduction in the proposal score.

4. Theme / Campaign Concept

The District has established a three-year, community-focused theme direction for the annual Fair. The 2027 theme is "Forecasting Fun," with the 2028 and 2029 themes anticipated to focus on community participation, togetherness and discovery, including opportunities to celebrate the LA28 Olympic and Paralympic Games through the themes "It's a Blue Ribbon Summer" and "Screaming Good Fun."

Looking beyond the current three-year theme direction, the District requests that Bidders provide one (1) example of a creative theme and campaign concept they might recommend for the 2030 OC Fair.

The concept should demonstrate the Bidder's ability to:

a. Develop a distinctive, ownable and strategically relevant theme for the OC Fair.
b. Translate the theme into a compelling creative concept that can serve as a foundation for the annual marketing campaign.
c. Demonstrate how the concept could be extended across multiple marketing and advertising channels and formats.

The concept may be submitted in hard copy or electronic format.

The submitted concept is intended solely to demonstrate the Bidder's creative capabilities and approach. The District is not obligated to use, implement or otherwise adopt the submitted concept.

5. Presentation

Following evaluation of the written proposals and financials, the three (3) Bidders receiving the highest overall scores will be invited to participate in an in-person presentation and interview with District staff. Only those three (3) Bidders will be invited to present.

The presentation and interview will last no longer than one (1) hour and will provide the Bidder an opportunity to expand upon its written proposal and demonstrate its strategic, creative and account management approach. District staff may ask questions regarding the Bidder's:

- Relevant experience and qualifications.
- Creative work and capabilities.
- Proposed method of approach.
- Theme/campaign creative concept.
- Proposed account team and resources.
- Media planning, buying and measurement approach.
- Hispanic marketing/advertising capabilities.
- Ability to collaborate with District staff and other District departments.

D. FINANCIAL PROPOSAL

The Financial Proposal Bid Forms are located in Part VIII – Forms A-3, and will be used to determine the "not to exceed" amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified in Section B – Proposal Format and Content above. Bidders to use Mandatory Financial Proposal Bid Form provided by the District, failure to do so will result in disqualification.

PART VIII

FORMS SECTION

Overview Checklist

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

1. Cover Letter (With required verbiage) - Must Be Submitted
2. Technical Proposal - Must Be Submitted
3. Financial Proposal Bid Forms (Completed, signed, and dated) – Must Be Submitted.
4. Bidder/Contractor Status Form (Completed, signed, and dated) – Must Be Submitted
   (If Company is a corporation, Corporate Resolution may be Submitted Before the Award)
5. Bidder Declaration GSPD-05-105 (Completed, signed, and dated) – Must Be Submitted
6. Darfur Contracting Act Attachment (Completed) – Must Be Submitted
7. Iran Contracting Act Attachment (Completed, signed and dated) (Must include if bid estimate over 1 mil $)
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/gs/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 #: AM-06-26 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

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

FINANCIAL PROPOSAL INSTRUCTIONS

The Bidder shall complete all applicable sections of this Financial Proposal Bid Form. The Bidder shall provide the proposed compensation for each service category identified below.

The District will use the information provided in this Financial Proposal to evaluate and compare the cost of the proposed services. Contract compensation will be based on the actual services authorized and performed and the applicable rates or fees identified in the resulting Agreement.

The District anticipates an annual media budget of approximately $1.2 million. The media budget is an estimate only, is not included in the Bidder's compensation, and does not constitute a minimum media spend or guarantee of media placement volume.

The District anticipates approximately $30,000 annually for radio production and approximately $100,000 annually for television production. These amounts are estimates only and are not included in the Bidder's compensation.

1. ACCOUNT MANAGEMENT, MEDIA PLANNING & PRODUCTION SERVICES

ACCOUNT MANAGEMENT

Shall be provided for a fixed monthly fee based on the dedicated account staff and services identified in the RFP.

The monthly fee shall include the Bidder's ordinary Account Management services, including coordination, communication, project management, meeting participation, status reporting and media planning and coordination associated with the services.

MEDIA PLANNING

Media Planning shall be included within the Bidder's proposed Account Management and/or Creative/Strategic Services fees. Media Planning shall not be subject to a separate media planning commission or fee.
Media Planning shall not be included in, or compensated through, the Media Buying Commission Rate. The Media Buying Commission shall apply solely to actual media placement costs, as described in this Financial Proposal.
The Bidder shall identify all fees associated with Media Planning within its proposed Account Management and/or Creative/Strategic Services fees.

The Bidder shall not include Media Planning within the Media Buying Commission Rate.

The Bidder's Media Planning approach and scope shall be described in the Technical Proposal.

PRODUCTION SERVICES (Requires bids prior to start of project)

Production services, including television, radio, photography, video or other production services, shall be separately estimated and approved by the District on a project-by-project basis unless otherwise included in a fixed fee identified above.

GENERAL ACCOUNT MANAGEMENT, MEDIA PLANNING & PRODUCTION SERVICES					
	2027	2028	2029	2030	2031
THE DISTRICT TO PAY WINNING BIDDER FIXED FLAT FEES PER MONTH	**Refer to the Excel Spreadsheet** $	$	$	$	$

For purposes of proposal evaluation, the District will calculate the annual Account Management cost as:
Fixed Monthly Fee x 12 months = Annualized Account Management Cost

The resulting contract will be based on the approved monthly fee and actual contract term.

2. CREATIVE CONCEPT DEVELOPMENT

Creative Development shall be provided for a fixed monthly fee for the services identified in the RFP.

The fixed monthly fee shall include the Bidder's ordinary creative development services associated with District's advertising and marketing program. Services outside the ordinary scope of Creative Development, including separately authorized production or special projects may be compensated as provided elsewhere in this Financial Proposal.

CREATIVE CONCEPT DEVELOPMENT					
	2027	2028	2029	2030	2031
THE DISTRICT TO PAY WINNING BIDDER FIXED FLAT FEES PER MONTH	Refer to the Excel Spreadsheet $	$	$	$	$

For purposes of proposal evaluation, the District will calculate the annual Creative Development cost as:
Fixed Monthly Fee x 12 months = Annualized Creative Development Cost

3. MEDIA BUYING COMMISSION
Media Buying shall be compensated solely through a commission based on a percentage of actual media placement costs.

The Bidder shall provide one Media Buying Commission Rate for each contract year.

MEDIA BUYING SERVICES					
	2027	2028	2029	2030	2031
MEDIA COMMISSION RATES =	%	Refer to the Excel spreadsheet %	%	%	%

Media Buying Commission Calculation:
Actual Media Placement Costs x Media Buying Commission Rate = Media Buying Commission

For purposes of evaluating and comparing Financial Proposals, the District will calculate the estimated Media Buying Commission using $1.2 million in estimated annual media placement costs.

The $1.2 million amount is an evaluation assumption only. It is not a guaranteed media spend, minimum purchase obligation, or commitment by the District.

The resulting contract will be based on actual authorized media placement costs multiplied by the approved Media Buying Commission Rate.

The Media Buying Commission Rate shall apply only to the cost of actual media placements purchased on behalf of the District.

The Media Buying Commission Rate shall not apply to:

- Media planning;
- Strategy;
- Account Management;
- Creative development;
- Production;
- Research or analytics;
- Special projects;
- Technology or platform fees;
- Taxes;
- Travel or out-of-pocket expenses;
- Any other service or expense that does not constitute an actual media placement cost.

Media placement costs themselves are not part of the Bidder's compensation and will be paid based on actual authorized placements and applicable third-party media invoices or supporting documentation.

4. STRATEGIC PLANNING, RESEARCH, INSIGHTS AND AUDIENCE DEVELOPMENT

For services that are outside the fixed monthly Account Management and Creative Development services and are authorized by the District to be performed on an hourly basis, the Bidder shall provide the hourly rates below.

When services fall within an hourly rate category, the District Representative will identify the objective or requested services. The Contractor shall provide an estimate of the staff and hours required. District approval shall be obtained before the additional hourly services are performed.

For purposes of evaluating and comparing Financial Proposals, the District will use an estimated 1,000 hours per year for each applicable hourly service category.
This estimate is for proposal evaluation purposes only. The resulting contract will be based on actual hours authorized and performed.

STRATEGIC PLANNING, RESEARCH, INSIGHTS AND AUDIENCE DEVELOPMENT					
List of Staff Title:	2027	2028	2029	2030	2031
	Refer to the Excel Spreadsheet				
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR

Average Hourly Rate for Evaluation: $_____/HR
Estimated Annual Cost for Evaluation: Average Hourly Rate x 1,000 Hours = $_____

5. PROMOTIONS, PARTNERSHIPS, CREATORS AND SPECIAL PROJECTS

PROMOTIONS, PARTNERSHIPS, CREATORS AND SPECIAL PROJECTS					
List of Staff Title:	2027	2028	2029	2030	2031
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
Refer to the Excel Spreadsheet	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR
	$_____/HR	$_____/HR	$_____/HR	$_____/HR	$_____/HR

Average Hourly Rate for Evaluation: $_____/HR

Estimated Annual Cost for Evaluation: Average Hourly Rate x 1,000 Hours = $_____

6. TRAVEL AND OUT-OF-POCKET EXPENSES

List any policies regarding travel and out of pocket expenses. Include minimums, fixed rates, percentage or fees charged in addition to pass-through travel and out of pocket expenses.

Identify the reimbursement rate below. If no markup or additional fee applies, enter NONE. Any additional fee must be explained in the Justification for Additional Fee column.

NOT REQUIRED - REMOVED PER ADDENDUM

Travel and out-of-pocket expenses are not included in the Financial Proposal evaluation and will be reimbursed only when authorized by the District in accordance with the resulting Agreement.

7. FINANCIAL PROPOSAL SUMMARY

The District will use the following estimated amounts solely to compare Financial Proposals.

BIDDERS NOT REQUIRED TO COMPLETE THE TABLE BELOW.

FINANCIAL PROPOSAL SUMMARY WILL BE AUTO POPULATE IN THE EXCEL SPREADSHEET.

FINANCIAL PROPOSAL SUMMARY					
	2027	2028	2029	2030	2031
General Account Management, Media Planning & Production Services – Annualized	$_____ Refer to the Excel Spreadsheet	$_____	$_____	$_____	$_____
Creative Concept Development - Annualized	$_____	$_____	$_____	$_____	$_____
Media Buying Commission – Evaluation Amount	$_____	$_____	$_____	$_____	$_____
Strategic Planning, Research, Insights and Audience Development – Evaluation Amount	$_____	$_____	$_____	$_____	$_____
Promotions, Partnerships, and Special Projects – Evaluation Amount					
Total Evaluated Annual Cost	$_____	$_____	$_____	$_____	$_____

The Financial Proposal will be used to establish the applicable rates and fees and to determine the maximum authorized contract amount. The Total Evaluated Cost is used solely for proposal comparison and does not constitute a guaranteed annual expenditure. Actual compensation will be based on services authorized and performed, actual media placement costs and the rates and fees established in the resulting Agreement.

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

"By submitting a Bid for Advertising & Media Buying 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 _____

Form A-4: BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER AM-06-26

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 To answer: Are you subject to Federal Backup Withholding? _____Yes _____No

Form A-4: BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER AM-06-26
PAGE 2 OF 2

Fictitious Name

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

Small Business Preference

Are you claiming preference as a small business in reference to this RFP? _____Yes _____No

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

Your small business ID number:_____

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees? _____Yes _____No

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

_____

_____

_____

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

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

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not 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 AM-06-26

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

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

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

OR

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

OR

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company 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.

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

Form A-7: IRAN CONTRACTING ACT VERIFICATION FORM (Non Applicable if bid under $1,000,000)

(Public Contract Code sections 2202-2208)
RFP NUMBER AM-06-26

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.

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

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.

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

Documents to be completed by District

NOTICE OF PROPOSED AWARD

RFP #: AM-06-26

FRIDAY NOVEMBER 20, 2026

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

PROPOSED AWARD OF THE

Advertising & Media Buying 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 WEDNESDAY, DECEMBER 1, 2026 , 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 **R_____ A_____**

STD 213 (Rev. 03/2019)

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)	Page
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages
Exhibit I – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages
Exhibit J – Requests for Information (RFI) Addendum	Pages
	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		***California Department of General Services Use Only***
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		☐ Exempt per:
CONTRACTING AGENCY ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		

EXHIBIT A – SCOPE OF WORK

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

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-

GTC 02/2025

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products,

materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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

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

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. <u>UNENFORCEABLE PROVISION:</u>

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. <u>PRIORITY HIRING CONSIDERATIONS:</u>

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. <u>SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:</u>

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other

time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

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-

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.

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

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.)

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.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

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

included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. 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

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.)

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

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required
*****OC Fair & Event Center Staff – Please submit completed forms to the Human Resources Department*****

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

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-

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.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

18. TERMINATION

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

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then

either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

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

21. VEHICLES, EQUIPMENT AND SUPPLIES

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

22. VEHICLE UTILITY CARTS

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

23. VENUE CLEAN-UP

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

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 – AM-06-26