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Rev. 4/25

32ND DISTRICT AGRICULTURAL ASSOCIATION

VIDEO EQUIPMENT & SERVICES FOR PACIFIC AMPHITHEATRE

HIGH SCORE

REQUEST FOR PROPOSAL

Re-Bid RFP NUMBER: VES-03-27

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

Date Re-Issued: Wednesday, November 18, 2026

Bids must be received no later than Monday, November 30, 2026. 11:00 a.m.
Clearly marked with the following:

VIDEO EQUIPMENT & SERVICES FOR PACIFIC AMPHITHEATRE
RFP Number VES-03-27

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

Contact Person: Kelly Vu Email: RFP@ocfair.com

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

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

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

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PART I

DEFINITIONS

BIDDER/PROPOSER: The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.

CFSA: Refers to California Fairs Services Authority, a not-for-profit joint power authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.

CONTRACTOR: Refers to 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 Video Equipment & Services for Pacific Amphitheatre in accordance with the Scope of work listed in this RFP and as directed by the District, from February 1, 2027 – January 31, 2029, 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	Wednesday, November 18, 2026
*Questions Due via Email	N/A
Answers Sent to All Bidders via Email	N/A
Proposal Deadline	**Thursday, December 3, 2026, 11:00 a.m.**
Scoring	Friday, December 4, 2026
Notice of Proposed Award	Tuesday, December 8, 2026
Protest Deadline	Tuesday, December 15, 2026
Board Approval of RFP Award	Thursday, January 23, 2027
Proposed Contract Commences	Monday, Feburary 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.

- Contactor 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

a. Resulting Contract

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

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

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

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

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

e. Megan's Law Screening and Certification.

f. OCFEC Uniform and Identification Procedures

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

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

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

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

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

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

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

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

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

PART V

STATEMENT OF WORK (SOW) TO BE PERFORMED

The District is soliciting Bids for the Video Equipment & Services for Pacific Amphitheatre. The Agreement term for these services shall be for February 1, 2027 – January 31, 2029 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.

STATEMENT OF WORK (SOW) TO BE PERFORMED

The District is soliciting Bids for the Video Equipment and Services for Pacific Amphitheatre. The Agreement term for these services shall be for February 1, 2027 – January 31, 2029, with three (3) one (1)-year options. The option year 3, contract term to end December 31, 2031. 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.

A. MINIMUM QUALIFICATION REQUIREMENTS (Items 1 through 4 below may or may not appear in the Technical Proposal or Scoring Process.)

1. Five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the Pacific Amphitheatre and OC Fair & Event Center meeting the following requirements:

    a. Bidder was primary equipment provider;

    b. Venues serviced by Bidder had a minimum capacity of 7,500;

    c. Over the five (5) week period of the OC Fair, the District's Pacific Amphitheatre concert schedule maintains five (5) consecutive days of performances followed by two (2) days dark. Bidder shall have experience servicing a tour, festival or concert series in which they were required to maintain a similar schedule; and

    d. Bidder serviced a minimum of one (1) equivalent (see items a. through c. above) venue in 2026.

2. Contractor and/or Contractor's employees/volunteers/independent contractors must have technical competence and technical ability with live action, outdoor video systems, detailed design plans and mastery of on-the-spot country, rock, and pop music stage show productions in an amphitheatre-style venue.

3. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

4. California State Assembly Bill 1775 sets workplace safety training and certification standards for companies that produce live events at publicly owned and operated venues such as at the OC Fair & Event Center (OCFEC). Under this bill, OCFEC requires an entertainment events vendor to certify in writing that its employees and employees of its subcontractors that are involved in setting up, operation or tearing down of a live event at a venue have completed the Cal/OSHA-10 training. In addition, the vendor must certify in writing that its department heads and leads have completed the Cal/OSHA-30 training.

B. GENERAL REQUIREMENTS (Items 1 through 22 below may or may not be included in the Techinical Proposal or the Scoring Process)

1. Contractor understands that the safety of the audience, performers, and production staff is the number one priority to the District. Contractor must comply with all District event/equipment safety procedures, audience safety/crisis management plans, and electrical fire prevention and abatement programs specific to District venue(s).

2. Contractor shall provide a professional, high quality concert video system for the Pacific Amphitheatre. The video system must be able to support national, touring acts. This is to include video for an audience of up to 8,200 patrons in an outdoor area. Contractor shall also provide the staff and personnel to operate and maintain the system.

3. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.

4. Contractor must provide the District with a complete written list of all onsite equipment for verification by the District.

5. Contractor shall be responsible for maintaining all video equipment which will remain in place from the first day of installation through the end of the last performance.

6. Contractor shall be required to set up in the Pacific Amphitheatre, as specified by the District, according to the performance schedule.

7. Contractor shall provide versatile and competent personnel and video equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of musical genres and lighting themes.

8. Contractor shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the District's staff, District's Safety & Security personnel, and the District's Pacific Amphitheatre production contractors.

9. Contractor shall provide video equipment and personnel for a minimum of twenty-three (23) performance nights during the run of the annual OC Fair, plus ten (10) to twenty (20) non-Fair events at the District, in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform on a single performance night, including opening and headline acts.

10. Contractor shall provide innovative and cost effective video system designs that can meet typical artist requirements for the types of music presented at venue, and must differ for each show. Contractor designs shall be accommodating and flexible, demonstrating creative, professional and cost-effective solutions.

11. Video failures visible to the audience are not acceptable. Any failure(s), including, but not limited to, instrument, system component, and/or video outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete video system is maintained at all times.

12. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph C.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.

13. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. District will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of video equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.

14. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.

15. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for 2027 OC Fair, but are subject to final requirements and final approval by District Management.

16. Contractor must secure all video equipment and systems in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Contractor must include in the cost estimate the cost of all weights, anchors, equipment safety lines, or other items used to secure video equipment and systems. Contractor shall be

responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.

17. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.

18. The District may require items not described in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.

19. Contractor shall provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

20. Upon contract award, Contractor shall immediately begin an analysis and development of video systems for the 2027 OC Fair and shall have a finalized plan no later than May 2027 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.

21. Contractor shall present, for District review and approval, a video system recommendation each year beginning in 2027 or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the audio design layout and required equipment for that year's annual OC Fair. At this time, Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.

22. Contractor shall abide by all local, State and Federal laws and with all District policies and procedures. (See attached for all applicable District policies and procedures).

C. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.

2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.

3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of touring production teams. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph I and may be modified by the District at any time.

4. All equipment must be clean and in excellent condition. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall be in good repair and will have been checked out and tested before being installed at the venue.

5. All equipment must be installed in accordance with local, State and Federal legal safety standards. See attached procedure for fall arrest.

6. To the degree possible, all equipment must be secured to prevent theft. The District will provide security personnel to monitor the stage area 24 hours per day. While the District provides specifically assigned security personnel in the spirit of cooperation, the equipment is brought to the venue at the sole risk of the Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.

7. Venue security is the responsibility of District. In order to optimize this security, the Contractor will fully support and cooperate with the District Safety & Security team as well as other District staff. All Contractor employees must abide by District safety procedures and help to establish and enforce all health & safety requirements related to operational work and workers.

8. Contractor will participate in coordination meetings, as applicable, with Artist production teams, in-house production management and contracted stage labor and revenue management.

9. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.

10. The Pacific Amphitheatre super structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.

11. The systems must be weather protected and capable of operating over a wide range of temperatures.

12. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.

13. Power will be supplied by a reliable source, which may be a static power supply or generator system supplied by the District or a District-approved vendor.

14. Contractor will provide all power distribution for the complete video system. Access to up to 200 amps, three-phase, is available at stage left. Contractor shall provide distribution from the breaker panel extreme mid-stage left. It is anticipated Contractor will require 200 feet of camlock feeder for this endeavor; however, it is Contractor's responsibility to provide and install all appropriate devices, cables, cords, wires, connectors, etc., to secure and maintain electrical connectivity.

15. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.

16. Contractor shall keep adequate spare materials, equipment, and personnel onsite in order to make any required repairs to the video system.

17. Contractor shall provide prompt repair or replacement of any faulty equipment.

18. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.

19. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the video system. Specific equipment is called out in this RFP as required for the overall functionality of the video system; however, Contractor is responsible for ensuring a complete video design package. The equipment list provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a dynamic, unique and cost-effective design.

20. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.

21. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.

22. Contractor shall immediately notify District Management of any hazardous electrical conditions.

23. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies. All equipment used shall be deemed to be safe and in good repair.

D. VENUE DESCRIPTION & INFORMATION

1. The Pacific Amphitheatre seats 8,200 people in a fairly conventional, fan shaped seating bowl.

2. Front of house is centered in the rear of the first audience section, 110 feet from the stage lip. Front of house is approximately 14 feet above the stage elevation.

3. From the stage lip to the upper most center seat is approximately 240 feet, with a rise of approximately 30 feet above stage level.

4. An earthen berm, some 338 feet (berm center) from the stage surrounds the rear seating areas. The berm will not be seated. The berm is approximately 60 feet higher than the stage level.

5. The stage house consists of a steel superstructure enveloped in black drapery.

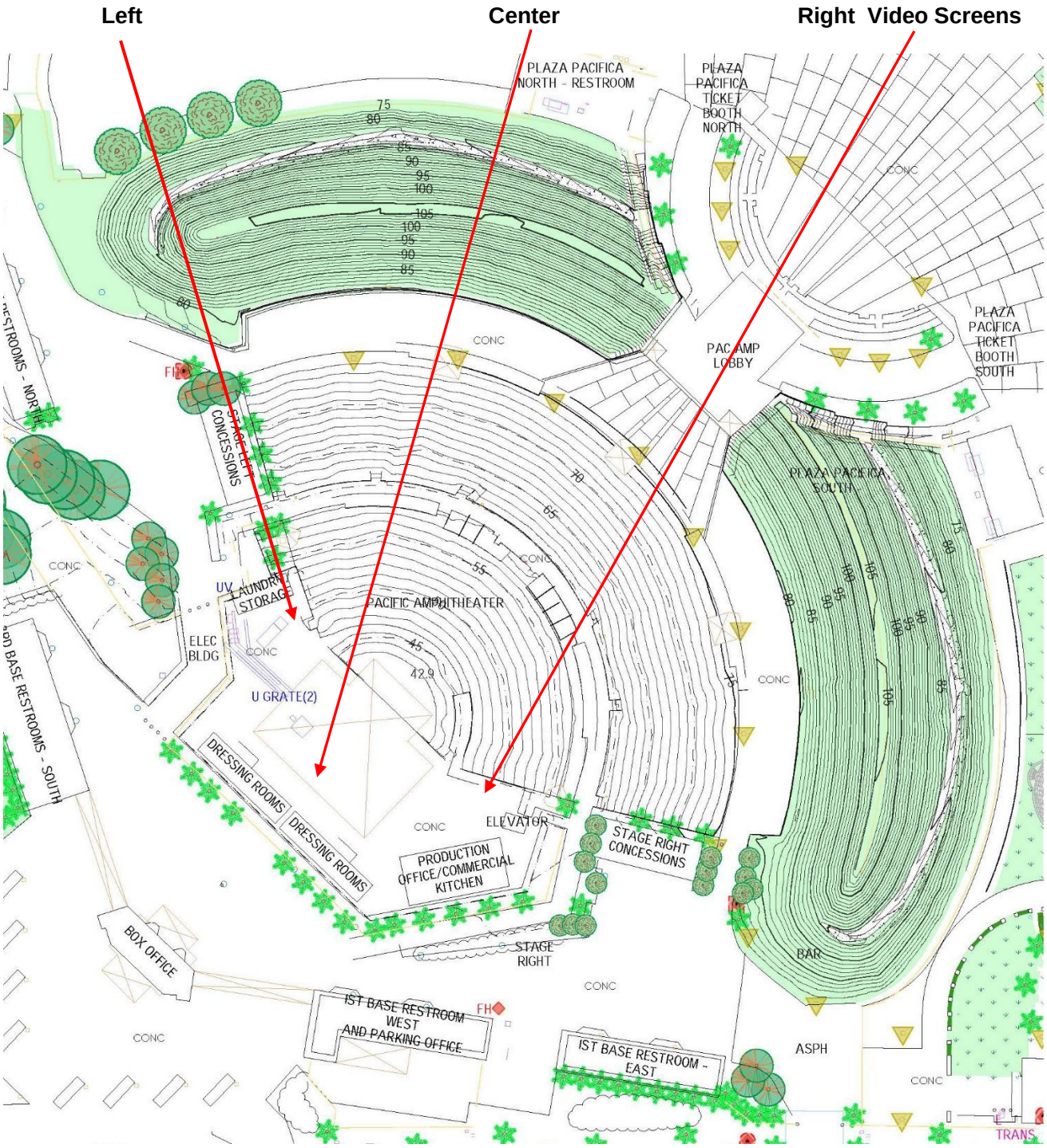
6. House video is flown from a permanent structure left and right, downstage.

7. The truck loading dock is a negative incline off stage left.

8. House power is stage left.

9. Video world is stage left. Equipment storage is underneath the stage platform.

The drawing below shows a simple plan view of the venue. No elevation view of the venue is provided. Elevations for the purposes of responding to this document are to be derived from the plan view ACAD drawing. The numbers indicate elevation.



The picture below shows a portion of the stage left superstructure. The video walls have traditionally hung here, but a design which provides video to all areas of the venue bowl is being sought.



Picture below gives an idea of audience area, with earthen berm to the rear.

Note that the sun sets behind and to audience right of the Amphitheatre. Video walls must have good brightness and good masking around the screen.

Traditionally, one remotely controlled camera is to be located in the FOH area. This requires a good zoom lens and a stable camera platform. Camera locations must be requested that will optimize audience experience and eliminate any sight line issues.

FOH. Stage.



F. DATES:

The District shall provide Contractor load-in and show dates at least 30 days prior to commence of work for years 2027 and 2028, and for option years 2029, 2030 and 2031.

Load-in: Varies by concert schedule each year but bidder should expect late May to early July.
Set Up Completed By: Varies by concert schedule based on load-in schedule.
System checks can be arranged with Production Manager and are at bidder's cost.
Load-out: The day following the last performance of the season.

Example of past booked talent includes:

Willie Nelson
Gabriel Iglesias
Pacific Symphony
Rebelution
John Fogerty
Cypress Hill
Trevor Noah
Diana Ross
Boy George & Culture Club

G. APPROXIMATE SHOW-DAY SCHEDULE:

Upcoming events broadcasted on video walls for one (1) hour prior to act taking stage.

Introduction of support act and/or headline act as act takes the stage.

Support act on stage (some shows may have no support act while some shows may have multiple opening acts) approximately 7:30 p.m., with variation.

Headline act on approximately 8:30 p.m. (note: assuming 20 minute changeover between acts)
Show ends approximately 10:00 p.m. – enforced by curfew.

Note that you are bidding a FLAT RATE for the entire OC Fair season of 23 performances. Additionally, please provide a separate per-show cost (labor/equipment) in the event that additional show(s) are added prior to or after the Fair season. The quantity of additional shows is at the sole discretion of the District but the estimated amount for the 2027 season is between 20 and 25 additional shows. The estimated amount of additional shows could be more or less. While there is no guarantee of performance dates, they will likely fall between July 1 and September 15. The additional, non-Fair per-show bid amount must be the same for each show and must not change based on performance dates and/or the time between performance dates. **The resulting contract will reflect a Not To Exceed amount assuming the FLAT RATE plus an estimated number of additional shows and stand alone shows. Payment to the Contractor will be made based upon actual number or shows.**

Note: A Stand Alone Show is defined as a show that would require a separate load in and load out.

~~**Bidder must break down the additional cost as a cost per show and a total assuming an additional 20 performances (See Financial Proposal Bid Form).**~~

The concept is simple, proven and typical for an event of this scale:

- LED video walls, one house left, one house right, one center stage rear plus additional screens as needed to cover all viewing areas.
- Approximately six (6) LED video monitors installed to provide the live video feed in the Pacific Amphitheatre Lobby, local production office, Board of Directors hospitality area, and other areas to be determined.
- Approximate Camera positions include:
  - FOH.

        - Four (4) stage robotic.
    - Control position backstage.
    - Ability to switch/fade from/to multiple sources of live or recorded shots, including the ability to:
        - Quickly and smoothly fade or switch between at least two playback (DVD, PC) sources.
        - Likewise, the ability to quickly and smoothly fade or switch between multiple cameras and playback.
        - The ability to project video graphics (computer generated) information.
        - To provide a media server and screen manager as specified in equipment list.
    - Contractor must provide multiple means of communication with the Video Director, from all camera and graphic/switching areas, as well as the FOH audio operator. Communication must also be established between the Production Office and the Video Director.
    - Ability to live-stream the show to remotely outside and/or inside the OC Fair.
    - Ability to record, with artist permission, any or all of a given performance

It is anticipated that the video production will include pre-recorded video spots (produced by OC Fair), as well as the on-site live production of show video during show times.

Cameras should have the ability to track with good quality from low to high light levels, as is typical for a stage environment.

Director must be experienced with shooting live stage music, and understand the requirements of pop type shows for rapid switching from artist to artist during solo parts, and the ability to capture the stage environment and portray it to the audience through the LED video screens. The importance of video cannot be underestimated; in a venue of this size, video must bring the excitement of the on-stage show to the audience.

All video staff must have good experience with pop music stage shows and the understanding of this type of live, on the spot video production.

All video staff must acknowledge and adhere to all venue policies and procedures, particularly those involving health and safety.

H. <u>CHALLENGES:</u>

1. Logistical. Short set-up times dictate the requirement for an organized, well-planned effort. From equipment set-up, to initial testing and final system alignment and tuning, RFP response shall provide evidence of Contractor's planning.
2. Production of good quality video, easily viewed throughout the entire venue.
3. Power distribution. Contractor should assume that up to 200 amps, three phase is available at stage left. Bidder to provide distribution from the breaker panel stage left. Assume that 200 feet of camlock feeder will be required.
4. The system must be tested in Contractor's shop as a complete system, free of any hum bars, bad pixels, and bad modules. Consistent system grounding must be provided for all systems. There will be no time to troubleshoot hum bars, bad pixels/modules and other related problems.
5. FOH camera must employ pneumatic tripod in order to minimize blocked sight lines. Please provide information and discussion as to how this problem might be solved.
6. The design in this RFP is specific as to the class of technology (IE: high resolution LED video walls). Bidder is designing and quoting a 100% complete system.
7. All gear must be owned by the bidder at time of submitting RFP.

8. Primary in consideration of Contractor's choice of video walls shall be the requirement for good resolution and high brightness, given the outdoor environment. The systems must be weather protected and capable of operating over a wide range of temperatures. Masking is to be provided by Contractor to insure good contrast ratio against the sun/sky.
9. Contractor will inspect all video systems on a daily basis for proper operation, and any repairs made, at least three hours prior to show time.
10. Contractor shall keep adequate spares on site to make any required repairs to the video walls and other systems.
11. Video failures visible to the audience are not acceptable and will not be tolerated. Professionalism is required at all times.
12. Contractor will be under the direction of the OCFEC Entertainment Director and/or the Pacific Amphitheatre Production Manager.

I. VIDEO CONCEPT AND REQUIREMENTS

Pacific Amphitheatre video design consists of the following specific brands and elements, at minimum. Substitutions are acceptable and must be detailed in a narrative. Provide cost effective, professional, state of the art approaches that allow for various types of concert presentations.

1. Overview:

   Two (2) screens: One stage left, one stage right. Each screen to be 7 meters wide x 3.5 meters high or (42) 1000mm x 500mm + (14) 500mm x 500mm LED panels each, 3.9mm or better. Approved brands are ROE, InfiLED and Absen.

   To be included;
   a. All LED panels, all required cabling, feeder, breakouts, data, power to make the system functional from power source to screen.
   b. All required power distribution equipment to make the system functional from power source to screen.
   c. All rigging required to make the system functional from steel down; gakflex, hardware, centerline truss (cannot be substituted), hoists, cabling, control.

   Centerscreen: One (1) screen, centered upstage. Screen to be 10 meters wide x 4 meters high or (80) 1000mm x 500mm LED panels each, 3.9mm or better. Approved brands are ROE, InfiLED and Absen.

   To be included:
   a. All LED panels, all required cabling, feeder, breakouts, data, power to make the system functional from power source to screen.
   b. All required power distribution equipment to make the system functional from power source to screen.
   c. All rigging required to make the system functional from steel down; gakflex, hardware, centerline truss (cannot be substituted), hoists, cabling, control.

   Six (6) 70" LED video monitors installed to provide the live video feed in the Pacific Amphitheatre Lobby, local production office, Board of Directors hospitality area, and other areas to be determined.

   To be included:
   a. All required cabling (up to 300'), brackets, rigging, feeder, breakouts, data, power to make the system functional from power source to screen.

b. Three (3) SDI to fiber converters.
c. Three (3) HDMI to fiber converters.

Spare LED panels and associated gear:

- (20) 1000mm x 500mm LED panels
- (6) 500mm x 500mm LED panels
- (20) Data cables, (20) modules

PROCESSING AND CONTROL

VIDEO RACK, PROCESSING & MEDIA SERVER

Furman power conditioner	X1
NovaStar VX600 or BROMPTON as spec'd to panel	X3
NovaStar VX1000 or BROMPTON as spec'd to panel	X1
Blackmagic Smart Scope Duo	X1
Blackmagic ATEM production Studio 4K	X1
Blackmagic hyperdeck 4K	X2
5' SDI	X10
5' HDMI	X4

Lenovo Laptop	X1
MacBook Pro	X1
Mac studio	X1
Falcon rack mounted PC	X1
AV Matrix cross converter	X6
Decimator cross converter	X8
BlackMagic 10x10 SDI Hub	X1
BlackMagic 12G portable monitor	X1
Hippo Kasai media server	X1
Pixelhue P20 screen manager or Barco Encore E2 Gen 2 / S3-4K	X1

SWITCHING EQUIPMENT

BlackMagic ATEM 2M/E Advanced Panel	X1
BlackMagic ATEM Camera Control Panel	X1
Panasonic AW-RP60 Remote Camera Controller	X1
Yamaha reference monitor	X1
8 Port Netgear Ethernet Switch	X2
Power Strip	X2

DISPLAYS

Vizeo 70' flatscreen	X6
Samsung 60' flatscreen	X2
LG 60' flatscreen	X2

CAMERAS, TRIPODS, PEDESTALS

BlackMagic URSA 4K G2	X1
Fujion DigiPower77 XA77x9.5 1:17/9.5-732 or Canon Digisuper 76 (XJ76x9B) or better	X1
Panasonic AW-UE30 PTZ Camera	X3
Heavy Duty Mic stand	X3
Libec Pneumatic Camera Pedestal (no substitutions)	X1
10' schedule 40 pipe w/ burgers	X1

CABLE

300' SDI	7
150'SDI	3
100'SDI	6
50'SDI	3
25'SDI	6
10'SDI	12
300'Ethercon	16
150'Ethercon	2
100'Ethercon	2
50'Ethercon	3
25'Ethercon	1
100'SOCA Cable	6
True-1 SOCA Breakout	6
25'PBG	8
10'PBG	8
10 Pair 100' SDI Snake	1
Ethercon Barrel	20
SDI Barrel	6

COMS

ClearCom FreeSpek ii Rack Unit	X1
ClearCom FreeSpek ii Wireless Belt Pack	X3
ClearCom 4pin XLR double Muff Headset	X3
ClearCom FreeSpek ii Antenna	X1

TRUSS & MISCELLANEOUS

Black 16" Centerline truss	100'
1/2" schakles	100
1 meter video panel bumper	22

near field speakers	2
Tester screen	1
Weather & sunscreen protection pulley system	2
rack cooling fans	4

2. All primary and technical installation, operation and removal labor is Contractor's responsibility and must be reflected in costing.

3. It is Contractor's responsibility to make systems whole and fully functional. This RFP serves as a guideline to explain basic requirements. As a professional, it is the Contractor's responsibility to anticipate requirements commonly associated with a venue of this type, and to provide for the ability to perform to professional standards in this environment.

4. Bidder to supply technical drawings, including line diagrams, system equipment lists, narratives, weight and rigging details for LED video walls, as well as any other information required to properly explain system capabilities and operation (see Scoring Criteria 1.A.i).

5. Contractor shall keep adequate spares on site to make any required repairs to the video walls and other systems.

6. Video failures visible to the audience are not acceptable and will not be tolerated. Professionalism is required at all times.

7. Contractor will be under the direction of the OCFEC Entertainment Director and/or the Pacific Amphitheatre Production Manager.

J. EQUIPMENT AND STAFFING REQUIREMENTS

The system supplied must work as a whole and be complete. All equipment supplied will meet the manufacturer's specifications and will be assembled in a factory recommended manner. All items will be in good condition and will have been checked out and tested before being delivered to the venue. Some items may not be required or some may need to be added for certain systems.

Do not assume this RFP contains complete information for the full functionality of the system. Specific equipment is called out in this RFP as required for the overall functionality of the video system. Contractor assumes full responsibility to deliver a fully tested and functioning system meeting the general requirements contained herein. Common sense and experience with this kind of venue/event should prevail.

ALL racks must have low noise cooling fans and adequate front panel lighting.

Contractor to supply 1 show director throughout the run of the Fair. Director should be versed on all facets of the video system and should be able to repair and solve all problems or issues that may arise.

K. GENERAL EQUIPMENT NOTES:

1. Rigging

The video supplier will supply all required rigging for the video walls. This includes, but is not limited to the following:

a. Motors
b. Span sets, steel cables, shackles, rings, burlap, etc.
c. Tape measures (100' [30 m]) to measure video wall height

2. Power Distribution

a. Power will be supplied by a reliable source, which may be a generator system (supplied by others). Contractor will provide all power distribution for the complete video system. Assume 200 feet of camlock feeder.
b. All power distribution will conform to local safety standards and will use connectors that are resistant to being pulled out.
c. All cables will be sized to minimize voltage drop.
d. All connections shall be weather tight.

L. MISCELLANEOUS

1. Tools and Spares
    a. A complete set of tools with soldering iron and solder.
    b. Anything else needed to maintain the system.
2. Assume the workday starts at 12 noon and ends at 11:00 p.m. Some days will require earlier arrival/later departure.
3. All systems will be tested and verified at least three (3) hours before show time, each day.
4. Video wall failures are not acceptable. Consecutive pixel, module or other problems occurring two times within a two-show period will be cause for the entire video wall to be replaced, at Contractor's expense.

M. SET UP/TEAR DOWN

1. Contractor will have all equipment set-up and operational at a date/time determined by the OCFEC Entertainment Director and the Pacific Amphitheatre Production Manager. These set-up and operational dates/times are subject to approval of final schedule. Contractor will coordinate set-up efforts with the Pacific Amphitheatre Entertainment Director and Production Manager. Contractor is expected to provide all necessary equipment, tools and personnel to set-up systems.
2. Tear down to begin no later than 9:00 a.m., on the day following the last performance of the season. Contractor is to provide necessary equipment, tools and personnel to tear down systems.

N. PERSONNEL

1. Contractor must provide experienced, qualified, and responsible personnel to set-up equipment, monitor and utilize equipment according to stage performance needs, provide security for equipment and tear down equipment.
2. Specifically, Contractor shall provide a dedicated Director and a System Technician (ideally, same person). The District will supply camera operators, as needed. ~~Provide, as a separate line item, camera operator cost at a day rate and at a season rate, per person (Specified in the Financial Proposal Bid Form).~~
3. Personnel will be provided OC Fair identification badges and are expected to adhere to District personnel policies where applicable. Admission to the OC Fair is provided with the identification badge. Badges are specific to each person and are non-transferable.
4. Personnel are expected to have the qualities and personality that lends itself to working effectively with the public. Since the Contractor's personnel will be viewed as OC Fair employees, it is expected that they will be presentable, courteous, knowledgeable about the OC Fair and grounds, and enjoy their work and the OC Fair experience.

O. VEHICLES

1. Contractor is to provide vehicles necessary to transport equipment. The OC Fair will provide parking for stock trucks, camping vehicles and personal vehicles if space permits and reservations are made in advance with the Commercial and Concessions Department. Contractor will be expected to follow the same camping policies as other OC Fair vendors/exhibitors and be required to pay the same fee. The District cannot guarantee availability, as camping spaces are very limited.
2. The use of cars, trucks and vans is prohibited on the fairgrounds one hour before opening, during OC Fair hours and one hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

P. WEATHER PROTECTION

1. Weather protection is the responsibility of the Contractor. The assumption should be made that the stage cover is not watertight.

Q. PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

R. OTHER SERVICES

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

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 physical format requirements were met.

   This is not a public review.

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

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

   This is not a public review.

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

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

   This is not a public review.

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

   This is not a public review.

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

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

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

9. All Bidders will be notified of the results.

B. SCORING PROCESS

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

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

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

Failure to provide responses to any of the items included in the sub-sections below or in the Techincal Proposal detailed in Part VII will result in deduction of points but not a rejection of the proposal.

		MAXIMUM POINTS
1.	**Design, Technical Competence**	**20**
A.	Demonstrated understanding of design criteria, technical requirements and adherence to intent of overall design. Points will be awarded based on the bidder's demonstrated technical competence, technical ability with live action, outdoor video wall systems, and understanding of venue requirements.	
i.	Bidder to submit video system design and highly detailed narratives showing plan and elevation coverage maps for the venue. Points will be awarded based on bidder exhibiting understanding of venue video coverage.	10
ii.	Bidder to submit system block diagrams and highly detailed narratives describing system merits. Points will be awarded for exhibited understanding of venue requirements and adherence to design criteria.	10
2.	**Equipment**.....	**20**
A.	Demonstrated ability to provide necessary equipment needed to fulfill high quality video presentation in the 8,200 seat Pacific Amphitheatre.	
i.	Bidder will submit full system equipment lists and a detailed narrative on the overall system.	10
ii.	Bidder will provide verification that all of the equipment to be used in this project is owned by the bidder.	5
iii.	Bidder will provide a good faith declaration of good to excellent rating of the condition of the equipment to be used	5
3.	**Experience and Ability to Perform**	**15**
A.	List at least three events that bidder has provided and/or overseen video services using LED video wall technology in venues of similar size to Pacific Amphitheatre or larger. These events must be/have been outdoors, using LED outdoor walls/screens that required a high degree of technical proficiency.	10
B.	Provide three current letters of recommendation from client(s) served by bidder. Letters must be addressed to the District and be not more than one year old	5
i.	Bidder will be awarded points based on previous experience. Previous experience must include assignments in venues of similar size to Pacific Amphitheatre (8,200 seat capacity) or a nationa tour.	
	a. Scoring will favor experience with tours, festivals or other single contract series of at least 10 consecutive or reasonably consecutive performance events.	
	b. Scoring will favor cumulative attendance of 100,000 people.	
	c. Events should have been serviced in the last three years.	

4.	**Personnel**.....		10
	A.	Professional experience of bidder's management and staff, and complete staffing plan.	
	i	Staffing Plan – a complete submission of proposed staffing plan which complies with requests outlined in Section V.	5
	ii	Attach narratives detailing experience of management and staff team.	5
5.	**Financial References** ……		**5**
	A.	Financial reference letters from three relevant sources. Each letter must state the nature and length of the relationship and support the financial integrity of the bidder.	5
	i	Letters cannot be more than one year old.	
	ii	Letters must state the length of the financial relationship.	
6.	**Financial Proposal Bid Form** ……		**30**
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 #:VES-03-27 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder's proposal will be deemed non-responsive."*

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

C. TECHNICAL PROPOSAL

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

Bidder must submit sufficient documentation to determine that their company can meet the contract requirements.

NOTE: Failure to provide responses to any of the items included in this Techincal Proposal below will result in deduction of points but not a rejection of the proposal.

I. <u>Design, Technical Competence</u>

A. Demonstrated understanding of design criteria, technical requirements and adherence to intent of overall design. Points will be awarded based on the bidder's demonstrated technical competence, technical ability with live action, outdoor video wall systems, and understanding of venue requirements.

1. Bidder to submit video system design and highly detailed narratives showing plan and elevation coverage maps for the venue. Points will be awarded based on bidder exhibiting understanding of venue video coverage.
2. Bidder to submit system block diagrams and highly detailed narratives describing system merits. Points will be awarded for exhibited understanding of venue requirements and adherence to design criteria.

II. Equipment

A. Demonstrated ability to provide necessary equipment needed to fulfill high quality video presentation in the 8,200 seat Pacific Amphitheatre.
   1. Bidder will submit full system equipment lists and a detailed narrative on the overall system.
   2. Bidder will provide verification that all of the equipment to be used in this project is owned by the bidder.
   3. Bidder will provide a good faith declaration of good to excellent rating of the condition of the equipment to be used.

III. Experience and Ability to Perform

A. List at least three events that bidder has provided and/or overseen video services using LED video wall technology in venues of similar size to Pacific Amphitheatre or larger. These events must be/have been outdoors, using LED outdoor walls/screens that required a high degree of technical proficiency.
B. Provide three current letters of recommendation from client(s) served by bidder. Letters must be addressed to the District and be not more than one year old.
   1. Bidder will be awarded points based on previous experience. Previous experience must include assignments in venues of similar size to Pacific Amphitheatre (8,200 seat capacity) or a national tour.
      a. Scoring will favor experience with tours, festivals or other single contract series of at least 10 consecutive or reasonably consecutive performance events.
      b. Scoring will favor cumulative attendance of 100,000 people.
      c. Events should have been serviced in the last three years.

IV. Personnel

A. Professional experience of bidder's management and staff, and complete staffing plan.
   1. Staffing Plan – a complete submission of proposed staffing plan which complies with requests outlined in Section V.
   2. Attach narratives detailing experience of management and staff team.

V. Financial References

A. Financial reference letters from three relevant sources. Each letter must state the nature and length of the relationship and support the financial integrity of the bidder.
   1. Letters cannot be more than one year old.
   2. Letters must state the length of the financial relationship.

D. FINANCIAL PROPOSAL

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

EXHIBITS A THROUGH B



EXHIBIT B - PACIFIC AMPITHEATRE LAYOUT

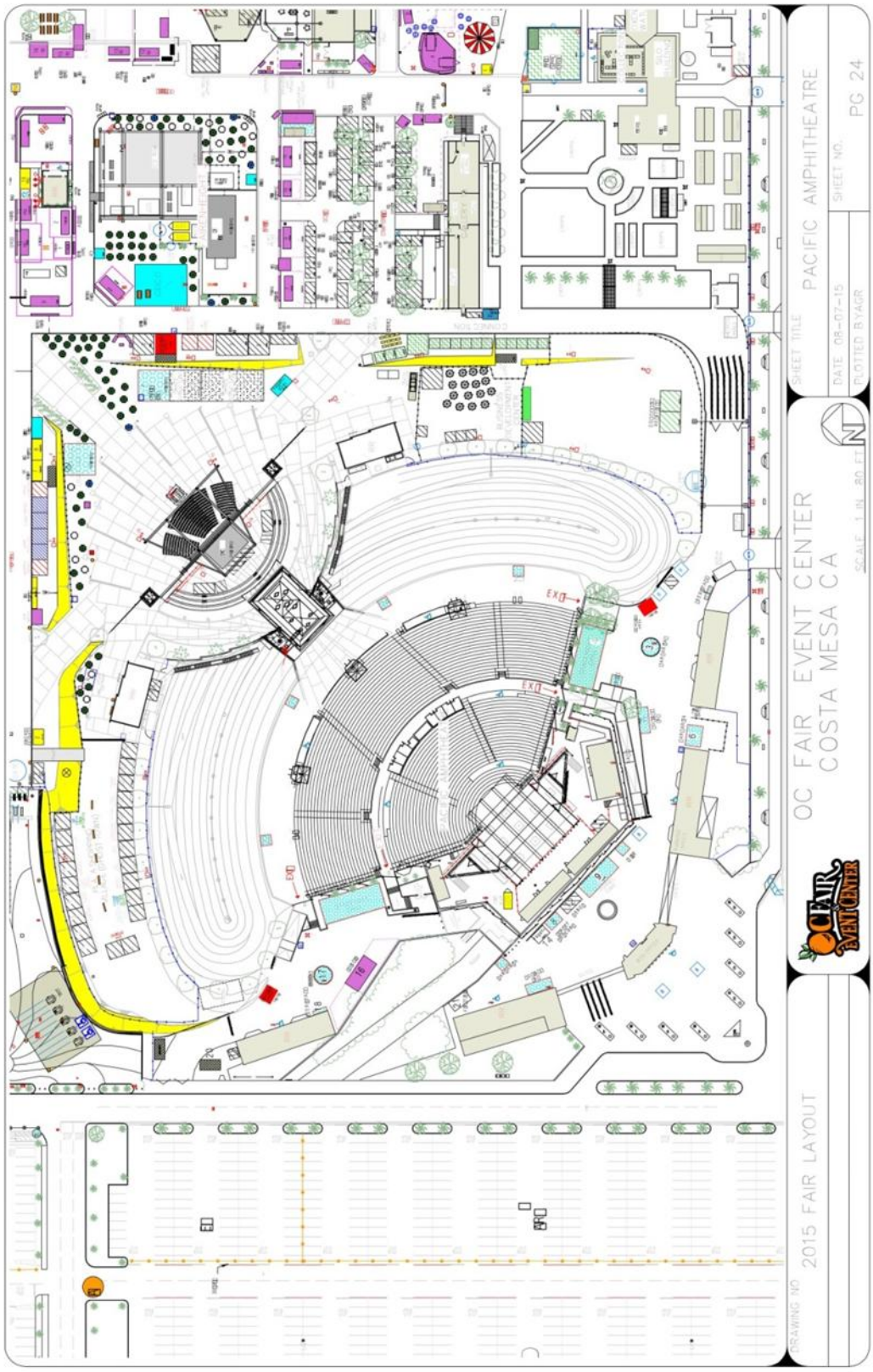


EXHIBIT C – AB1775

Note: This Exhibit C, AB1775 will be must be signed upon awarding and will be incorporated as part of the Agreement

AB1775 SAFETY ON STAGING FOR LIVE EVENTS COMPLIANCE STATEMENT

AB 1775 (CALIFORNIA LABOR CODE, SECTIONS 9250-9254) SAFETY ON STAGING FOR LIVE EVENTS COMPLIANCE STATEMENT

As required by AB 1775 (California Labor Code, Sections 9250 through 9254), by signing below, Contractor certifies that:

1. All of Contractor's employees that are involved in the setting up, operation, or tearing down of a live event at the Fairgrounds has completed the Cal/OSHA-10, the OSHA-10/General Entertainment Safety training, or the OSHA-10, as applicable to the employee(s) occupation, and, if Contractor is receiving services form a subcontractor, all of subcontractor's employees that are involved in the setting up, operation, or tearing down of a live event at the Fairgrounds has completed the Cal/OSHA-10, the OSHA-10/General Entertainment Safety training, or the OSHA-10, as applicable to the employee(s) occupation. [California Labor Code, § 9251(a)(1)]; AND

2. Contractor's employees that serve as department heads or event leads have completed the Cal/OSHA-30, the OSHA-30/General Entertainment safety training, or the OSHA-30, and are certified through the Entertainment Technician Certification Program relevant to the task or tasks they are supervising or performing, or another certification program, as specified by the division, or Contractor's employees and any subcontractors' employees meet the conditions for a skilled and trained workforce. [California Labor Code, § 9251(a)(2)(A-B)];

_____
COMPANY NAME

_____ _____
PRINT NAME SIGNATURE OF CONTRACTOR

_____
ADDRESS

_____ _____ _____
CITY STATE ZIP CODE

_____
DATE

PART IX

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) – 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 02/2025 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
- AB1775
- Requests for Information (RFI), Addendum(s)

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 #:VES-03-27 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 FINANCIAL PROPOSAL BID FORM PROVIDED BY THE DISTRICT, FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION

The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract.

The proposed cost below shall be inclusive of all equipment, labor, wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, insurance, travel, meal reimbursements, hotel accommodation, delivery, pick up, set up, installation, tear down, clean up, transportation, fuel or any other related services required. The District shall not be billed for any costs that were not included in the contract. Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

The District reserves the right to modify number of shows and shall be charged for the actual number of shows. The cost shall be adjusted according to cost per show.

Note: Year 2029, 2030 and 2031 are option years. The third option year ends December 31, 2031.

	2027 01/01/27- 12/31/27	**2028** 01/01/28- 12/31/28	**2029** 01/01/29- 12/31/29	**2030** 01/01/30- 12/31/30	**2031** 01/01/31- 12/31/31
Concert Series (23 shows) Flat Rate	$	$	$	$	$
***Cost Per Additional Show**	$	$	$	$	$

Stand Alone Show (A show that would require a separate load in and load out)

	2027 01/01/27- 12/31/27	**2028** 01/01/28- 12/31/28	**2029** 01/01/29- 12/31/29	**2030** 01/01/30- 12/31/30	**2031** 01/01/31- 12/31/31
***Cost per show**	$	$	$	$	$

For scoring purposes, the District will add the cost of the Flat Rate for the 23 day season plus 27 Additional Shows per year plus three Stand Alone Shows per year.

All bidders must complete the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

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

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

"By submitting a Bid for Video Equipment & Services for Pacific Amphitheatre, 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 VES-03-27

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 VES-03-27

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 VES-03-27

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 VES-03-27

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

VES-03-27

Tuesday, November 10, 2026

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

PROPOSED AWARD OF THE

Video Equipment & Services for Pacific Amphitheatre

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., NOVEMBER 17, 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. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

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 – VES-03-27