

REQUEST FOR PROPOSAL

#26-003

TALENT BOOKING, CONTRACTING SERVICES, and PRODUCTION MANAGER

31st District Agricultural Association
10 W Harbor Boulevard
Ventura, CA 93001

RELEASE DATE: July 20, 2026

DEADLINE FOR QUESTIONS: August 10, 2026

RESPONSE DEADLINE: August 17, 2026, 4:00 pm

All requests related to this Request for Proposal must be directed to:

Heidi Ortiz, CEO

Hortiz@venturacountyfair.org or (805) 648-3376

(Email is the preferred form of communication)

This individual is the only authorized person designated to receive communication concerning this RFP.

Please do not attempt to contact any other person concerning this RFP. Oral communication with officers and employees concerning this RFP shall not be binding on the Ventura County Fair and shall in not way excuse the bidder of the obligations set forth in the RFP.

Only questions concerning the technical requirements of the RFP will be answered.

31st District Agricultural Association
REQUEST FOR PROPOSAL #26-003
Talent Booking, Contracting Services, and Production Manager

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1. Introduction

1.1 Summary

The District is releasing this solicitation with the intent of awarding a single contract for Professional Services. The District is seeking a **qualified contractor for Talent Booking, Contracting Services and Program Manager**. Services include, but are not limited to, talent booking services, including negotiation and securing artists and entertainers for the Ventura County Fair. Contractor(s) will act as a liaison between the District and talent agents.

The District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this solicitation, and waive any irregularities or technicalities. The District may re-advertise this solicitation; postpone or cancel this solicitation, at any time, during the solicitation process. The decision as to whether a contract award shall be made, and to whom, shall be at the sole and absolute discretion of the District.

1.2 Request For Proposal - Primary Method

Any contract resulting from this RFP will be awarded to the Bidder(s) whose proposal(s), as determined by the District, best meet(s) the requirements set forth in this RFP. The District will utilize the Primary RFP Method, in accordance with the DGS State Contracting Manual (SCM), Volume 1, §5.20 et seq., and Public Contract Code (PCC) §10344. Under this method, proposals will first be reviewed to ensure they meet the format requirements and the minimum standards specified in the RFP. Proposals that meet these requirements will then be evaluated and scored on technical and qualitative factors.

Considerations on the qualitative and technical factors are outlined in the *Evaluation, Selection and Scoring Process* and *Evaluation Phases* sections.

The sealed cost proposal for those proposals that meet the minimum score threshold established in the technical evaluation phase shall then be publicly opened and read. **All Financial Proposals must be submitted separately from the technical proposal** in a sealed envelope for all submissions. Financial Proposals will remain **sealed and confidential** until the District's evaluation team has reviewed and deemed the proposal qualified. Only after a proposal has been determined to meet all qualification requirements will the sealed pricing be opened. The contract must be awarded to the lowest-cost responsible Bidder.

The District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, and waive any irregularities or technicalities. The District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. 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.

1.3 Background

BACKGROUND

The 31st District Agricultural Association ("District") is an institution of the State of California that owns and operates the Ventura County Fairgrounds and produces the Ventura County Fair, the largest annual event in

the region. A nine-member Board of Directors¹, appointed by the Governor of California, oversees the District and conducts public meetings in accordance with the Bagley-Keene Open Meeting Act. The District is not a taxpayer-funded organization; operations are primarily funded by revenues generated through activities and events hosted across the 62-acre main campus known publicly as the Ventura County Fairgrounds.

PURPOSE, MISSION, VISION & VALUES

District board and staff have been actively engaged in a strategic planning process to shape the future of the Ventura County Fairgrounds. Part of this process included the adoption of official statements that defined and elaborated on the purpose, mission, vision, and values of the organization in pursuit of ensuring a quality experience for guests and patrons of the Ventura County Fairgrounds.

PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

MISSION

The mission of the 31st District Agricultural Association, otherwise known as the Ventura County Fairgrounds, is to promote, support, educate, celebrate, and preserve the diverse culture and traditions of our County and ensure that the Ventura County Fairgrounds is an exemplary multi-use community resource.

VISION

The Ventura County Fairgrounds is envisioned as the people's first choice gathering place, to celebrate the county's natural beauty, creativity, innovation, diverse cultural richness, creating a sense of belonging.

GOALS

1. Be Proactive in environmental stewardship
2. Create a long-term business plan that diversifies fairgrounds income
3. Create a capital improvement plan
4. Build a governance system and organization
5. Elevate the experience for all guests to our grounds.

ABOUT THE VENTURA COUNTY FAIRGROUNDS

The original 65 acres were donated to the County of Ventura by Eugene Preston Foster and Orpha Foster, who envisioned the Seaside Park as a miniature Golden Gate Park. The Fosters wanted a beautiful gateway to Ventura, where families could walk and picnic, play tennis, and enjoy family outings. Most of the site is now owned by the State of California and is managed by the 31st District Agricultural Association, an independent state institution.

Events hosted at the Fairgrounds fall into two categories:

- Events and activities produced and managed by District, including the Ventura County Fair and Oktoberfest as of 2025.
- Events and activities produced by third-party promoters and operators through rentals of the facilities. Past and ongoing events and activities include concerts, festivals, trade shows, consumer expos, immersive experiences, equestrian competitions, animal shows, sporting events, fundraisers, and personal

¹ While the Board of Directors is a nine-member body, there are currently only eight seated members.

celebrations.

This legendary venue sits just a few hundred feet from the Ventura County shoreline and offers a unique summer beach vibe and concert experience for fans and performers alike.

ABOUT THE VENTURA COUNTY FAIR

With roots dating back to 1874, the annual Ventura County Fair is a community celebration of agriculture, education, entertainment, arts, feature rides, games, exhibits, food, and shopping. The Fair marks the unofficial finale of summer in Ventura County before the start of the new school year and has become a treasured family tradition for generations. Each year, the Fair has a new theme. Usually, the Ventura County Fair opens in late July or early August. Over the twelve consecutive days the Fair draws about 300,000 attendees, making it the largest annual celebration in Ventura County.

VENTURA COUNTY FAIR CONCERT SERIES

The Ventura County Fair hosts eight (8) nights of quality concerts in our Grandstand Arena that has featured such acts in recent years as Diplo, Flo Rida, Lee Brice, Gabriel “Fluffy” Iglesias, Sublime with Rome, Brantley Gilbert, Ludacris, The Beach Boys, and more.

The talent budget for the 2026 fair was \$1.4 million.

While most of our guests in the 9,000+ capacity arena are able to enjoy the concerts for free in 2024 the Ventura County Fair launched our “Go Free or Go VIP” program which sees an elevated experience at a reasonable cost for roughly 3,500 guests.

1.4 Contact and Procurement Address

Heidi Ortiz, CEO

31st District Agricultural Association

10 W Harbor Boulevard

Ventura CA 93001

Email: hortiz@venturacountyfair.org

Phone: (805) 648-3376

1.5 Timeline

Release Project Date:	Monday, July 20, 2026
Question Submission Deadline:	Monday, August 10, 2026, 3:00pm <i>submissions by email only:</i> hortiz@venturacountyfair.org
Proposal Submission Deadline:	Monday, August 17, 2026 at 4:00pm
Presentations (if deemed necessary):	Tuesday, August 18, 2026 <i>Online via Microsoft Teams. Only Bidders deemed responsive and eligible to proceed to the next phase of the evaluation process will be provided with an MS Teams link and meeting details for the presentation (if deemed necessary).</i>
Proposed Scoring: <i>(After Presentations, if needed)</i>	Tuesday, August 18, 2026
Anticipated Notice of Proposed Award:	Tuesday, August 25, 2026
Anticipated Contract Award Date: <i>(No protests may be filed after this date)</i>	Tuesday, September 1, 2026
Posted Contract Commences:	Wednesday, September 2, 2026

2. 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.

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

31 st DAA, District, or State	Refers to the 31 st District Agricultural Association, a California state institution, which operates and administers the Ventura County Fairgrounds/Ventura County Fair. The 31 st District Agricultural Association is not a local government agency.
Bidder	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
DGS	Refers to the Department of General Services, State of California, located at 707 Third Street 2nd Floor, Sacramento, CA 95605
Evaluation & Selection Committee	“Committee” chosen by the District to review, evaluate and score proposals received in response to the RFP. As required by Section 5.15(f) of the DGS State Contracting Manual, the members of the evaluation and selection panel will be from the 31 st DAA, the agency soliciting Proposals under this RFP.
Executive Management	Refers to the District’s Chief Executive Officer, Chief Operations Officer, Chief Communications Officer, and Chief Administrative Officer.
F & E	Refers to the Fairs and Expositions Branch of the California Department of Food and Agriculture, State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at 1220 N Street, Suite 315, Sacramento, CA 95814
Financial Proposal	The cost/price portion of the proposal, as detailed in the “Pricing Proposal” form.
Format	Refers to both the arrangement of requested information and statements, as well as the packaging and labelling of the proposal. Failure to use the requested format required for submission of the proposals will be deemed not responsive. Use of the requested format is the bidder’s first chance to demonstrate the ability to follow directions.
Passing Bidder	The terms “passing bidder” as it is used in this document refers to the bidders who have been awarded at least the minimum number of points by the Evaluation & Selection Committee on the Technical Portion of the proposal. No bidder’s Financial Proposal will be opened or considered if they have not received sufficient points to be deemed a passing bidder.

Proposal	Refers generally to a proposal submitted by a Bidder to the District in response to this RFP.
Responsive	Proposals that are timely and meet the requirements of this RFP will be considered "responsive".
RFP	Request for Proposal (Primary Method)
Technical Proposal	Qualitative considerations may include but are not necessarily limited to: depth and level of relevant experience of the individual/organization, ability to meet the needs of the District, management plan, services offered, and/or proposed personnel qualifications.

3. General Info, Proposal Instructions and Provisions

3.1. CONTRACT TERM

The 31st District Agricultural Association in releasing this RFP intends to award a contract for a period of five years for the purpose of contracting a highly qualified, professional Talent Booking, Contracting Services, and Production Manager for the annual Ventura County Fair for the years 2027 through 2031. The 2026 Fair is July 29th to August 9th, with similar dates projected for the contracted years.

The contract term shall be for one year with four one-year options to renew, at the sole and absolute discretion of the District. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any option under the contract.

3.2. SPECIAL CIRCUMSTANCES

If a contract is awarded resulting from this RFP and the Ventura County Fair is canceled or postponed for any reason or no reason, the District may at its sole and exclusive right, terminate or extend the resulting contract in part or in whole. Any extension of the contract would not be greater than one calendar year.

3.3. BIDDER RESPONSIBILITY

Read the RFP documents very carefully, as the District is not responsible for errors and omissions on the part of the Bidder. Note, the Scope of Work and Terms and Conditions are located in the Sample Standard Agreement, which can be accessed in the [#Attachments](#) Section. Also, carefully review all final documents before submission to the District, as the Committee will not interpret or correct detected errors in a Bidder's calculations. The submission of a Proposal shall be conclusive evidence that (i) the Bidder has observed and carefully examined the RFP as to the nature, quality, and scope of work to be performed; (ii) the Bidder is capable of performing the type and quality of work identified in the RFP to achieve the District's objectives; and (iii) the Bidder is capable of meeting the administrative compliance requirements in preparation of the proposal.

3.4. MINIMUM QUALIFICATIONS AND REQUIREMENTS

Failure to meet the following requirements by the Proposal due date will be grounds for the District to deem the Proposal non-responsive. In submitting a Proposal, each Bidder must provide proof that it possesses the following qualification requirements:

1. Currently in business providing entertainment/talent buying and show production management services at a venue or venues that host multi-day entertainment with an average daily attendance of 16,000-20,000 patrons or more and a main Headliner state (with some type of multi leveled service/ticket for patrons) with a seating capacity of 8,000-10,000 or more.
2. Must have documented and verifiable experience in providing entertainment/talent buying service for a minimum of five (5) years and must have been active in that service each year since and including 2022.

3. Bidder must be properly licensed, registered, and authorized to conduct business in the State of California, as applicable to the services provided.
4. Bidder must be in good standing with all applicable federal, state, and local laws and not debarred or suspended from doing business with public agencies.
5. Bidder cannot subcontract with any other party, company, and/or business for services provided under this RFP.
6. Bidder cannot receive or pay any commissions, royalties, or fees to any other agency, artist or entertainer. The District reserves the right to audit any artist payments.

3.5. PRESENTATIONS

During the evaluation process, the Evaluation Committee may elect to schedule presentations. Presentations will be conducted virtually via Microsoft Teams only. Only those Bidders deemed responsive will be invited to provide a virtual presentation. **The District has tentatively identified Tuesday, August 18, 2026 to conduct virtual presentations if deemed necessary. All Bidders are asked to keep this date available. No other presentations dates will be provided. Therefore, if a Bidder is unable to attend the presentation on these dates, its proposal may be eliminated from further evaluation or scored negatively.**

The presentation will consist of a short presentation by the Bidder limited to a specified amount of time and the Committee may ask questions related to the Bidder's technical proposal and qualifications. Bidders will not be allowed to ask questions. The presentation must be consistent with the Proposal and may not modify or supplement the written Proposal. Attempts to use the presentation to modify or supplement the written proposal may, in District's sole discretion, disqualify the Proposal and remove it from any further consideration.

3.6. WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the 31st DAA, this RFP is complete and without need of explanation. However, if a Bidder has questions, or requires any clarifying or additional information, all inquiries must be submitted **in writing via email to Heidi Ortiz, CEO (hortiz@venturacountyfair.org)**. All requests must include sufficient information for the 31st DAA to determine whether additional or clarifying information should be provided. Requests that lack adequate information may be denied. Responses from the 31st DAA, if any, will be based solely on the information provided in the inquiry and will be publicly posted on the 31st DAA website for all prospective Bidders to view.

A. What to Include in an Inquiry

1. Inquirer's name, name of firm submitting the inquiry.
2. A description of the subject or issue in question or discrepancy found.
3. RFP section, page number or other information useful in identifying the specific problem or issue in question.
4. Remedy sought, if any.

B. How to Submit Questions

Please note the deadline for submitting inquiries included in the timeline above. All answers to inquiries will be posted on the District's website. The identity of the Bidder submitting the written request(s) for information will not be revealed.

C. Question Deadline

Submit written questions and inquiries no later than 3:00pm on Friday, July 24, 2026.

3.7. CHANGES TO THE RFP (ADDENDA)

Any request to change this RFP must be submitted via email (hortiz@venturacountyfair.org). If necessary, the District will modify the RFP before the date set for submission of final proposals, by issuing a written addendum to all parties who have been furnished notice of the RFP for bidding purposes. There will be no verbal changes. Verbal communications are not binding on the District.

The effect of all addenda to the RFP shall be considered in each Bidder's proposal, and the addenda shall be made a part of Bidder's proposal, and shall be returned with Bidder's proposal or acknowledgment of addenda. ***All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to this RFP.***

3.8. FORMAT AND CONTENT REQUIREMENTS

A. Format Requirements

The Bidder must remember to:

- Follow the proposal format instructions;
- Present the information in the order and manner requested;
- Answer the questions in the RFP; and
- Provide the data requested by the RFP.

Information in this section is to be provided in the order requested, beginning with the cover letter page. For hard copy (manual) submission, each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11-inch paper; and all narrative portions of the proposal should be typed. Pre-printed documents and/or example materials may be submitted in their original format with the Technical Proposal as an attachment.

Proposals not following the requested format may be deemed non-responsive and therefore rejected or it may affect the score of the proposal.

B. Proposal Content Requirements

Proposal shall contain the following:

1. **Proposal Cover Letter**

The signed Proposal Cover Letter on the letterhead of the Bidder, containing the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning the award of RFP #26-003, 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. Additionally, Bidder agrees that if the submitted proposal is not in the required format of the RFP, Bidder's proposal will be deemed non-responsive."

The person's name must be printed clearly above the signature line and signature must be dated.

IMPORTANT: The Bidder must submit this document verbatim. Any modifications, omissions, or failure to sign and date this document will result in the proposal being deemed non-responsive.

2. Bidder's Ability to meet the requirements outlined in the *Scope of Work* (See *Attachments*).
3. Bidder's response to the factors listed in the *Evaluation Criteria* section of this RFP.
4. Compliance with all requirements related to presentations, demonstrations, or additional submissions as outlined in the *Presentations* section of this RFP.
5. The Financial Proposal Form must be completed in its entirety for Proposal to be deemed responsive. Incomplete Financial Proposal will be rejected as non-responsive. **Financial Proposal shall not be included in the Technical Proposal.**

Bidders must print and complete the *Financial Proposal* and submit it in a separate, sealed envelope or section clearly labeled "*Financial Proposal*", apart from the *Technical Proposal* section.

6. Required attachments to be included in the Proposal package are outlined in the *Vendor Questionnaire* section.

3.9. PROPOSAL SUBMISSION INSTRUCTIONS

Pursuant to the law, no proposal shall be considered which has not been received at the place and prior to the time identified in this proposal.

Assemble three original proposal packages.

One sealed package containing three (3) copies of the *Technical Proposal* and labeled with the bidder's name, the RFP number, and "Technical Proposal."

One sealed package containing three (3) copies of the *Financial Proposal* bid form and labeled with the bidder's name, the RFP number, and "Financial Proposal."

Both sealed packages above must be placed in a third package labeled with the Bidder's name on the outside and addressed to the District.

All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the Bidder.

Place the proposal in a single envelope or package, if possible. If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

Mail or arrange for hand delivery of the sealed proposal packages to the District at its administrative offices, located at 10 W Harbor Boulevard, Ventura CA 93001. Sealed proposals must be physically received no later than the date and time indicated under Section 1.5 of this RFP. The outside of your proposal package must be labeled with the Bidder's name on the outside and addressed as follows:

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Heidi Ortiz, CEO
31st District Agricultural Association
10 W Harbor Boulevard
Ventura, CA 93001

The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Please DO NOT use coil or spiral binding. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the proposal's content. Deviations may affect the score of the proposal.

Failure to meet these requirements will result in a non-responsive proposal and proposals received after this date and time will not be considered, and will be returned, unopened. Faxes and emails will not be accepted. The Bidder is solely responsible for ensuring that the complete proposal is received by the District in accordance with the RFP requirements. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other mis-delivery. Proposals received after this date and time will not be considered, and will be returned, unopened.

Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

3.10. CONTRACT AWARD

If a contract is awarded, it shall be granted to the Bidder with the qualified proposal with the lowest cost. (See *Evaluation, Selection and Scoring Process* Section for further details). The District will post a *Notice of Proposed Award* on the 31st DAA website and at the District's Administrative office for five (5) business days before officially awarding the contract. In addition, a copy of the Notice of Intent to Award will be sent electronically to each Bidder.

A contract award is not final until:

- The time for protesting the Notice of Intent to Award has expired, and/or;
- Protests filed, if any, have been resolved; and
- If necessary, the proposed award has been approved by the California Department of Food & Agriculture and/or DGS.

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

The District reserves the right to require confirmation of information furnished by any Bidder, or for the Bidder to provide additional evidence of qualifications to perform the work. Failure to provide this additional evidence may result in the rejection of the proposal and its removal from further consideration.

It is the District's intention to award a contract that includes all requirements under this RFP to one Bidder.

3.11. SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 25% with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting 25% with certified SB/MB (s), you must provide copies of Small Business Certification(s) and a completed Bidder's Declaration with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. To receive your hard copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 4:00p.m. on Monday, August 17, 2026. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:

Office of small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605

3.12. DVBE REQUIREMENTS

The District elects to waive both the Disabled Veteran Business Enterprise (DVBE) program requirement and incentive for this solicitation. No DVBE requirement is made for this solicitation.

3.13. INSURANCE

A. INSURANCE REQUIREMENTS AT TIME OF PROPOSAL

A copy of Bidders current insurance certificate (or a letter confirming coverage) must be included with the Proposal. The copy of the insurance certificate, or letter confirming coverage, included with the Proposal must confirm \$1,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation insurance coverage.

If the Bidder is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Bidder's current insurance certificate confirming the coverages identified in the paragraph above, the District shall provide written notice of this failure to Bidder. If Bidder fails to provide a copy of Bidder's current insurance certificate confirming the coverages identified above, within 2 business days of receipt of the Failure Notice, the District may reject the proposal.

B. CONTRACTOR INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

After the proposed contract has been approved by the 22nd DAA Board of Directors at a duly noticed public meeting, but before execution of the contract, and if the Bidder awarded the contract is not on the CFSA Master Insurance List, the Bidder awarded the contract shall provide the District with an original Certificate of Insurance including \$1,000,000 in commercial general liability, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation coverage,

The original certificate of insurance provided to the District under this Section must include the following, unless the Bidder is on the California Fair Services Authority's (CFSA) Master Insurance List:

Evidence of appropriate insurance coverage for the term of the contract, including but not limited to \$1,000,000 in commercial general liability insurance; Evidence of Workers' Compensation Insurance as required by law; A commitment by the insured to provide a 30-day cancellation notice; An endorsement stating this insurance is primary and noncontributory with the District, with name and address shown, listed as certificate holder; and; The additional insured endorsement and paragraph in exactly the following words:

"The State of California, 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, or 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."

3.14. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: (1) preparing the proposal in response to this RFP 26-027 Rebid 1; (2) submission of said proposal to the District; (3) negotiating any matter related to this proposal; (4) preparation and submission of any bid protest related documents and materials; and (5) any other expenses incurred by Bidder prior to date of award.

The District shall not, under any circumstance whatsoever, be liable for any expenses incurred by any Bidder before the execution of a contract resulting from this solicitation. Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

3.15. SIGNATURE

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

3.16. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the District to meet the requirements of this RFP, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis may be performed by or on behalf of the District of the *Financial Proposal* in order to determine if the proposal is fair and reasonable. The Bidder expressly agrees 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*. It is conducted by the District 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 operational effort, and whether costs are allowable, allocable and reasonable. Any such analyses, including the results from that analysis, shall not obligate the District to accept such a single proposal; and the District may reject such proposal in its sole and absolute discretion.

3.17. TAXES

Financial Proposals are subject to state and local sales taxes. However, the District is exempt from the payment of federal excise taxes.

3.18. NONASSIGNMENT

Any attempt by the Bidder, including any of Bidder's subcontractors, to assign, subcontract, or transfer all or any part of the agreement resulting from this RFP in any manner whatsoever shall be void and unenforceable without the District's prior written consent; which consent may be granted or withheld in the District's sole and absolute discretion. Assignment shall include a sale or any transfer of more than 50% of any corporate stock. Any such consent shall not relieve the Bidder from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

3.19. LOSS LEADER

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

3.20. UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event of 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 Scope of Work or technical specifications, the District will 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 rates will apply to any additional work.

3.21. CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by the District with the successful Bidder will include the following provision:

“Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor’s obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the District and to provide any necessary and appropriate information requested by the District or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor’s obligations pursuant to this Agreement. Contractor may not employ any 31st DAA director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the District have any financial interest in this Agreement that would violate California Government Code Section 1090, et seq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and Contractor will not be entitled to any compensation for Contractor’s performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the District reserves all its rights and remedies at law and in equity concerning any such violations.”

Bidders are required to document in writing to the Contact Person identified on the cover of this RFP any known, suspected, or potential conflict of interest with a 31st DAA director, official, officer or employee and or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related, in or involving this procurement or resulting agreement. See Certificate re California Government Code 1090 and Disclosure of Interests form included in this RFP. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the District.

3.22. RESULTING CONTRACT

If an award is made following the RFP process, any agreement between the successful Bidder(s) and District is not valid or enforceable unless and until that agreement is approved by the 31st DAA Board of Directors at a public meeting. The resulting agreement between District and the successful Bidder(s) will include the following documents:

- A. The attached sample Standard Agreement including the Scope of Work, Terms and Conditions, and Insurance Requirements
- B. RFP #26-003 General Provisions

- C. Addenda to the RFP #26-003 (incorporated by reference)
- D. District's response to written questions and clarifications to the RFP #26-003 (incorporated by reference)

A Bidder's unwillingness or inability to agree to the terms and conditions herein or contained in any exhibit identified in this RFP may cause District to deem a Bidder non-responsible and ineligible for an award.

In general, District will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate Agreement/exhibit language submitted by a Bidder. District will consider a proposal containing such provisions "a counter proposal" and may reject such a proposal.

3.23. ERRORS

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

Modifications and clarifications by the District, if any, will be made in writing by way of an addendum issued pursuant to "Addenda" paragraph below.

3.24. ADDENDA

If necessary, the District will modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished notice of the RFP for proposal purposes.

All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to this RFP

3.25. GROUND FOR REJECTION OF PROPOSAL

A proposal shall be rejected if:

- Untimely. If it is received at any time after the exact time and date set for receipt of proposals, as stated in Section 1.5. The Bidder is solely responsible for ensuring that the full proposal package is received by the District in accordance with the solicitation requirements, prior to the date, time, and place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mis-delivery.
- Multiple Proposals Submitted. If the Bidder has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.
- Missing or unsigned Cover Letter. If the Bidder fails to submit a signed cover letter on the letterhead of the Bidder with the statement contained in Section 3, FORMAT AND CONTENT REQUIREMENTS, verbatim.
- Timed Expiration to Proposal. Proposal cannot be "timed" to expire on a specific date. For

example, a statement similar to “this proposal and cost estimate are valid for sixty (60) days,” is considered conditional and non-responsive to the RFP, and shall be rejected.

- Contractor Insurance Documentation Not Submitted. If Contractor does not submit its own insurance documents and information.
- Requires 31st DAA to Make Purchases. If a Proposal requires the District to purchase software, equipment, unused devices, any aspect of the digital ticketing and redemption system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP.
- No Addendum Acknowledgement (when applicable). If the Bidder does not provide Addendum Acknowledgement. Acknowledgment of receipt of all addenda required. Not applicable if no addenda released for this RFP.

A proposal may be rejected or the score of a proposal may be affected (at the District’s sole and absolute discretion), if:

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. The District may, at its sole and absolute discretion, reject any proposal, all proposals, or part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; reject any item(s), requirement(s), term(s) or condition(s); or waive any irregularities in a proposal or this RFP.
- 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 meeting the requirements of this RFP.)

3.26. STATE’S 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, or parts thereof, or reject any item or items in this RFP, and waive any irregularities or technicalities. The District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. 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.



3.27. PROTESTS

Only Bidders may file a protest against the awarding of the contract.

The protest must be filed in writing with the District's Office **AND** with the Department of General Services (DGS), and submitted by regular mail, email, courier or personal delivery, as specified below:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330 West
Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

Heidi Ortiz, CEO
31st District Agricultural Association
10 W Harbor Boulevard
Ventura CA 93001
Email: hortiz@venturacountyfair.org
RFP #26-003

The protest must be received by DGS and the District no later than 4:00 p.m. on the fifth business day after Notice of Proposed Award was posted. For purposes of this section, "business day" shall mean any day that the District's and DGS' offices are open to the public to conduct business. Requests for an extension of time outside this timeframe will not be considered. The failure to timely file a protest shall constitute an irrevocable waiver of the Bidder's right to protest. Upon the expiration of this protest period, if no protest has been filed, the contract may be awarded.

The initial protest letter must include the name, address, and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The initial protest letter may, but is not required to, contain the information described in the following Paragraph.

IN ADDITION, within five (5) calendar days after filing the initial protest letter, the protestant shall file with the District's Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with the District and DGS Legal Office (i) notice of protest by the conclusion of the fifth business day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the Protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

3.28. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District.

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Evaluation Committee's scoring process and announcement of a Notice of Proposed Award, or cancellation of the RFP.

If an individual or entity 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. One original and one (1) copy of each Bidder's proposal shall be retained for official District files.

3.29. CONFIDENTIALITY OF PROPOSALS

The District will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential. Proposals submitted are not to be copyrighted.

3.30. 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. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals and any prior proposals must be formally withdrawn.

A Bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals, but the Bidder may request in writing that the District withdraw the Proposal from further contention.

3.31. 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. By submitting a bid or proposal, Bidder represents that it is not a target of Economic Sanctions. Should the District determine Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the District.

4. Scope of Work (Exhibit A)

4.1. SERVICES OVERVIEW

This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.

TBD, hereinafter referred to as the Contractor, shall provide to the 31st District Agricultural Association, herein after referred to as District, non-exclusive full-service talent booking and contracting services for the Ventura County Fair.

At the direction of District Management, Contractor shall perform talent booking, entertainment procurement, contract administration, negotiation, coordination, and related support services for the Grandstand Stage at the annual Ventura County Fair in accordance with the specifications set forth herein.

The Contractor will also provide to the District a qualified Production Manager to coordinate all aspects of the Main Arena concert production.

The anticipated Fair dates for the 2027 Ventura County Fair are estimated to be July 28, 2027 through August 8, 2027. Future Fair dates for subsequent years are anticipated to occur within a similar time frame.

The contract term shall be for one (1) year with the possibility of four (1) one-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

The Project Representatives during the term of this Agreement will be:

31 st District Agricultural Association	TBD
Name: Heidi Ortiz, CEO	Name:
Address:10 W Harbor Boulevard Ventura CA 93001	Address:
Phone: (805) 648-3376	Phone:
e-mail: hortiz@venturacountyfair.org	e-mail:

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

4.2. GENERAL REQUIREMENTS

Contractor shall provide professional entertainment booking, negotiation, contracting, and related consulting services for District in support of the Ventura County Fair Grandstand stage programming. The Contractor shall have demonstrated experience in talent procurement, contract negotiation, entertainment industry practices, and live event coordination.

Contractor shall act in a professional capacity as a liaison between the District and talent agents, artists, and entertainment representatives. All services shall be performed in compliance with District policies, applicable laws, and industry standards. Contractor shall exercise sound judgment, maintain confidentiality, and ensure all engagements are conducted in the best interest of the District.

Contractor shall be available during planning, contracting, and on-site operational periods of the San Diego County Fair and shall provide sufficient staffing and resources to meet all contract requirements without additional cost to the District, including overtime.

This contract is non-exclusive. District reserves the right to procure similar services from other providers at its sole discretion.

4.3. SCOPE OF WORK

District reserves the right to change and/or add any specifications and/or schedules. Upon execution of this Agreement, District acknowledges that it may not, and will not, revoke an offer prior to the offer expiration date. If District cancels the offer or artist's performance at any time prior to the expiration of the offer or artist's rejection of the offer, or any time after artist's acceptance of the offer, District shall be responsible only for reasonable, documented cancellation fees, penalties and damages set forth in the artist's executed agreement, provided such amounts are consistent with industry standards and commercially reasonable efforts to mitigate damages have been made by the artist. This provision shall not apply in the event cancellation is due to force majeure, material breach by the artist or artist's representative, or if information becomes known that the artist's performance is not appropriate for the Fair's programming standards or does not fit within the genre of entertainment that is appropriate for a diverse Fair audience, as reasonably determined by the District.

1. The annual Ventura County Fair layout is subject to change from year to year.
2. This contract is non-exclusive. District reserves the right, in its sole and absolute discretion, to procure talent booking and contracting services from other sources as deemed necessary, including but not limited to Hispanic programming and The Sound programming.
3. This contract is for talent booking and contracting services for the Grandstand stage.
4. Upon contract award, Contractor shall promptly begin providing talent booking and contracting services.
5. Contractor is expected to be on-site daily from approximately the time the performer or performer representatives and/or staff arrive through the completion of the performance.

6. District will provide a list of personnel who are authorized to request services and/or provide directions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.
7. Contractor personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff and production contractors, under the direction of the Production Director, to secure, promote, and stage live acts on the Grandstand Stage during the Ventura County Fair.
8. Contractor shall have excellent administrative skills and the ability to negotiate complete business deals with all points clearly defined and incorporated into the performance contracts.
9. Contractor will work with District to create and route all Grandstand talent contracts and guarantees for required signatures and approvals.
10. Contractor shall have the ability to accept, work toward, and meet reasonable deadlines.
11. Contractor shall provide all support staff necessary to successfully fulfill contract responsibilities.
12. District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of “regular” business hours or on Saturdays or Sundays shall not result in additional charges of overtime to District. There will be no exceptions.
13. Contractor shall not engage in any activity or relationship with any artist agency that creates or reasonably appears to create a conflict of interest that may influence negotiations, booking decisions, or financial arrangements.

4.4. WORK TO BE PERFORMED

Contractor shall provide continuous, reasonable consulting services related to all aspects of the San Diego County Fair’s Grandstand entertainment program. Contractor shall coordinate with District management and perform the Scope of Work described herein, including but not limited to the following:

1. Contractor shall establish, develop, and maintain relationships with talent agents, artists, and artists’ representatives. Contractor shall remain informed of industry trends, market conditions, and standard entertainment practices.
2. Contractor shall negotiate, manage, and procure professional entertainment appearing on the Grandstand Stage at the annual Ventura County Fair for the term of the agreement, excluding all Hispanic programming and grounds entertainment.
3. Contractor shall work with District CEO each year to develop programming goals, strategies, and budget parameters for the following year’s entertainment lineup. Programming may vary annually based on District needs and budget availability.
4. Contractor shall serve as District’s primary negotiator with talent agents. Responsibilities include making best efforts to secure favorable terms for District, developing complete deal points outlining all terms of engagement, and preparing performance contracts for execution.
5. Contractor shall negotiate performance agreements in good faith consistent with District objectives and Fair programming needs.

4.5. ENTERTAINMENT BUDGET DEVELOPMENT AND ADMINISTRATION

1. Contractor shall manage entertainment-related budgets and, as needed, develop profit and loss estimates for individual performances under consideration.
2. Contractor shall assist District management in developing annual artist and production expense budgets for the Grandstand Stage and provide periodic updates on contract status and industry trends.
3. Contractor shall advise District management on artist selection within established budget limitations.
4. Contractor shall operate strictly within District-approved entertainment budget parameters, and negotiate the lowest fee associated with artists performing in similar geographical areas.

4.6. ENTERTAINMENT PROGRAMMING

1. Contractor shall maintain knowledge of the Ventura County Fair audience demographics and apply this understanding to programming decisions.
2. Contractor shall collaborate with District management to develop booking strategies aligned with venue size, genre mix, and overall Fair programming goals.
3. Contractor shall provide research, market data, talent availability, and professional recommendations to support programming decisions. Final approval of offers shall rest with District management.
4. Contractor shall develop performance offers based on budget, market conditions, performance history, and direction from District management.
5. Contractor shall maintain a booking status calendar and provide regular updates to designated District personnel, including Finance, Production, and Executive leadership.

4.7. ENTERTAINMENT CONTRACTS ADMINISTRATION

1. Contractor shall prepare, review, and administer all entertainment contracts and artist riders, ensuring compliance with District policies and limitations.
2. Contractor shall prepare standard contract addenda for inclusion in all artist agreements. Contractor shall track contract execution and ensure timely routing for signatures.
3. Contractor shall serve as liaison with artist representatives for all contract-related matters, including marketing, box office coordination, and production coordination prior to and on the day of performance.
4. Contractor shall obtain all required State of California documentation prior to scheduled performances.
5. Contractor shall ensure all contracts are fully executed no less than thirty (30) days prior to the scheduled performance date.

6. Timely execution of contracts is considered a material requirement of this Agreement. If Contractor fails to meet this requirement, the District may, at its sole discretion, apply a service credit or reduce the Contractor's service fees related to the affected services, or withhold a portion of payment until compliance is achieved. The amount of any adjustment may be based on the severity and frequency of the delay, including but not limited to administrative impact, risk exposure, and additional staff resources required to resolve the delay. Repeated failure to meet contract execution deadlines may also be considered a material breach and may result in reassignment of booking responsibilities, suspension of services, or termination of the Agreement.
7. If the artist, its agency or its representative, cancels the performance after the contract has been fully executed, the artist shall be responsible for any and all reasonable, documented costs incurred by the District as a result of such cancellation, including but not limited to administrative expenses, marketing costs, and any non-recoverable deposits or commitments made in reliance on the agreement. District shall also have the right to pursue replacement programming or mitigation of damages, and the artist shall remain liable for any unrecovered, and reasonable cancellation fees.

4.8. MARKETING SUPPORT

1. Contractor shall provide accurate and timely performance details to District, including, but not limited to, artist billing, show date and time, lineup, supporting acts, performance order, and any artist-approved marketing or publicity restrictions.
2. Contractor shall reasonably assist in facilitating communication between District and artist representatives to obtain necessary approvals for announcements, advertising, marketing, and promotions, and shall use commercially reasonable efforts to ensure each artist promotes the performance on the artist's official website calendar, social media channels, and other appropriate promotional outlets.
3. Contractor shall provide creative assets necessary, at no additional cost to District, to advertise, market, publicize, and promote each scheduled performance at the San Diego County Fair, including, as applicable, high-resolution photographs, artist biographies, approved performance video, logos, graphics, and performance information. Contractor shall secure all permissions, releases, licenses, and approvals necessary for District to use such materials for advertising, marketing, publicity, public relations, social media, digital, print, broadcast, signage, archival, and related promotional purposes in connection with the San Diego County Fair and the artist's scheduled performance. District's use shall be non-exclusive and royalty-free.

4.9. LIASON WITH DISTRICT

1. Contractor shall assist in problem-solving and decision support related to entertainment booking and production matters.
2. Contractor shall attend regular meetings or conference calls as mutually agreed upon to ensure coordination of booking and programming activities.

3. Contractor shall keep District management informed of all relevant entertainment-related developments and provide professional industry guidance.
4. Contractor shall coordinate with the Production Director regarding technical requirements including sound, lighting, staging, and backline needs, and obtain quotes for any additional production services requested by artists.
5. Contractor acknowledges that contracts and amendments are not considered fully executed until approved by the District's Board of Directors.
6. District shall provide appropriate staffing at performance locations, including Production Director, stage management, and supporting operational staff as mutually agreed.
7. District shall provide one (1) onsite office space for Contractor use during the Ventura County Fair.
8. District shall provide appropriate facilities, equipment, and support services necessary for event execution, ensuring equipment is in good working order and personnel are experienced and qualified to perform assigned duties.
9. Contractor shall obtain competitive quotes for any additional production services requested by artists that exceed District-provided production elements for review and approval by District management.

4.10. PRODUCTION MANAGEMENT

1. Coordinate all aspects of Headline Concert Production. To act as a the primary contact, supervise, and produce all activities, budgets, technical aspects, timelines, advancement of shows, coordinate all pertinent information and work in correlation with a variety of departments associated with concerts including: staging, audio, lighting, video, security, ticketing, catering, transportation, accommodations, staffing, janitorial, maintenance, and administration.
2. Provide daily communication with all parties involved regarding updates, changes and incidents, timelines, strategies, and technical aspects of the Main Arena concert events.

5. Evaluation, Selection and Scoring Process

Each proposal shall be evaluated for ability to best meet the District's needs as described in this RFP. This section describes the process that the Selection Committee 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 Selection Committee may hear presentations. Presentations are for clarification purposes only. The Bidder will not be allowed to ask questions concerning other proposals and may only respond to clarification questions from the Selection Committee. Proposals cannot be amended by the Bidder after the time and date designated for receipt

5.1. EVALUATION AND SELECTION PROCESS

- A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:
 - 1. The proposal was received by the deadline time and date;
 - 2. The RFP's physical format and content requirements were met as determined by the District in its sole and absolute discretion

- B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be deemed responsive and submitted to the Selection Committee for evaluation in accordance with the criteria outlined in *Evaluation Criteria*.

Proposals that do not present the information in the format required may be rejected as non-responsive or their score may be affected. Proposals that do not meet the mandatory requirements identified in the RFP will be rejected.

- C. The District reserves the right to verify any known relevant experience and or references disclosed in the proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
- D. The Evaluation Process is broken into two phases. In the first phase, the Selection Committee will evaluate each responsive proposal and assign points to the technical proposal based on the criteria outlined in *Evaluation Criteria*. There is a minimum score requirement to move on to the second phase. Refer to the Evaluation Criteria section for score details.
- E. Review of the technical proposal is conducted by the Selection Committee without influence of price.
- F. The Selection Committee may schedule virtual presentation(s) with responsive Bidders. Length of time for presentations to be determined. Bidders are encouraged to include staff and subcontractors that Bidder considers important to the presentation. The presentation must be consistent with the Proposal and it may not in any way modify or add to the written Proposal. Attempts to use the presentation to change or modify the proposal will disqualify the Proposal and remove it from any further consideration. Bidders are not allowed to ask any questions.

- G. In order to obtain the average technical score for each Bidder, the total points of each reviewer will be added up for each Bidder and the result divided by the number of people on the Selection Committee.
- H. In the second phase of the evaluation, “Financial Proposals” of only those proposals that met the phase one minimum score requirement are unsealed and evaluated.
- I. Bidders claiming Small Business preferences will be granted a preference of five percent (5%) for the incentive program in which they qualify, when applicable.
- J. Final selection will be made to the lowest cost responsible proposal achieving a passing score, after application of preferences.
- K. In the event of a tie on the lowest total cost between two Bidders, the tie will be broken by the toss of a coin by the Selection Committee representative, or designee, in the presence of any authorized representatives of the Bidders.
- L. All Bidders will be notified of the results. Notice of Proposed Award will be posted for five (5) business days at the District’s Administrative Offices.

5.2. SCORING PROCESS - CRITERIA & COMPOSITION, DETERMINATION OF POINT TOTALS

Phase One of the evaluation consists of scoring the “Technical Proposal” (**relative experience and qualifications, staffing and management, technical approach, work plan/narrative**), which has a maximum value of **100** points. In order to pass Phase One and have the Pricing Proposal opened and evaluated, the minimum technical score the Bidder must earn is **80** points.

5.3. TECHNICAL EVALUATION RATING STANDARDS

Based on the information provided by the Bidder in the “Technical Proposal,” the Committee will rate each Proposal using the standards described in the following table. These standards, and their associated percentage ratings, will be translated into the Bidder’s point score, as described above, for the particular component of the proposal being evaluated.

Evaluators will score the Proposals based on percentages for levels of quality. The percentages will then be translated to points based upon the weight for the particular factor. For example, if a Bidder, under category x, which has a maximum 25 points, is determined to be “Excellent 90 %” it will receive 22.5 points (0.9 x 25). If another Bidder in the same category is “Fair 60%” it will receive 15 points (0.6 x 25).

A. RATING STANDARDS

1. Non-Compliant (0%) = Fails to address the component or the Bidder does not describe any experience related to the component.
2. Poor (1-40%) = Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a *low degree of confidence* in the Bidder’s response or proposed solution.
3. Fair (41-60%) = Adequately addresses the section, but minor considerations may not be addressed. *Acceptable degree of confidence* in the Bidder’s response or proposed solution.
4. Good (61-80%) = Fully addresses the section and provides a good quality solution. *Good degree of confidence* in the Bidder’s response or proposed solution.

5. Excellent (81-90%) = All considerations of the section are addressed with a *high degree of confidence* in the Bidder's response or proposed solution.
6. Outstanding (91-100%) = All considerations of the section are addressed with the *highest degree of confidence* in the Bidder's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

6. Evaluation Criteria

The following describes the Technical Proposal evaluation criteria for scoring and composition that will be used to determine point values. Based upon the information/composition provided in the “Technical Proposal” a point value will be determined by the Selection Committee for each category described below. The Selection Committee will utilize percentage ratings that will then be translated into the Bidder’s point score for the particular component of the proposal being evaluated.

6.1. Technical Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Relative Experience and Qualifications Proposals will be evaluated based on the Bidder's demonstrated technical experience and qualifications in performing services of a similar nature, size, and scope, including experience working with public agencies, fairgrounds, and racetracks; experience operating and managing entertainment booking and contracting services, including, but not limited to, services for the District's Grandstand entertainment program; as well as the strength and stability of the organization and the experience of its management personnel. Bidders must also provide client references demonstrating successful performance, along with descriptions of at least three (3) comparable projects completed within the last five (5) years, and evidence of the experience, competency, capability, and capacity to successfully perform work of similar size, scope, and complexity. Bidder must include: • The name of project; • A brief description of organization or company; • A contact person and current telephone number; • A brief description of scope of work, and; • Notable outcomes. Bidders must submit three (3) letters of recommendation written within the past five (5) years, each corresponding to one (1) of the comparable projects submitted in this section. These letters will be used to validate the Bidder's experience, reliability, and past performance based on client feedback for the referenced work. • Dated; • Signed, and; • Printed on corporate letterhead or result in deduction of points.	Points Based	40 (40% of Total)

2.	Staffing and Management Proposals will be evaluated based on the qualifications, experience, and demonstrated capability of the proposed staff, with particular emphasis on key personnel and responsible management, and their level of involvement in delivering the services outlined in the Scope of Work. Evaluation will consider the effectiveness of staffing structure, including the delegation and distribution of work, and the Bidder's ability to provide adequate, appropriately skilled, and cost-effective staffing resources. The overall quality and relevant experience of personnel assigned to the project will also be assessed, along with the strength of employee training programs related to entertainment booking and management services. Bidders must submit a firm organizational chart clearly identifying communication and reporting relationships among all proposed staff. Proposals shall also include a statement confirming that designated key personnel will remain assigned to the project for the duration of the contract. Any replacement or removal of key personnel shall require the prior written concurrence of the District. Statement or Resume(s) listing experience should include: • Provide education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff; • A brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc. • A brief description of relevant services provided to District Agricultural Associations or other governmental agencies; • A brief description of relevant services provided to other clients, and; • Other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.	Points Based	30 (30% of Total)
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3.	Technical Approach and Workplan Proposals will be evaluated based on the Bidder's depth of understanding of the District's requirements as outlined in the RFP Statement/Scope of Work. The Bidder must provide a clear narrative describing the overall project approach, project management methodology, equipment and resources to be utilized, and the quality of the proposed work plan, including its logic, clarity, and level of detail. Evaluation will also consider the appropriateness of labor distribution across project activities, the Bidder's ability to successfully deliver the proposed services, and the reasonableness of the proposed approach. Additional consideration will be given to methods for data retention and confidentiality, as well as evidence of insurability. The narrative should clearly demonstrate the Bidder's understanding of the District's needs, objectives, and operational challenges. Narrative should discuss: • Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints; • Proposed organization of work & method is sound and reasonable; • Projected timeline meets or exceeds expectations; • Identify key personnel proposed to perform each category of services selected from the Scope of Work • Bidders should discuss the process used to establish and maintain the District's data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.	Points Based	30 (30% of Total)
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6.2. SB/DVBE Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Small Business Preference California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 25% with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.	N/A	N/A

6.3. Financial Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Pricing Proposal Award shall be made to the responsible Bidder whose proposal meets the minimum technical score and offers the lowest total evaluated cost.	Reward Low Cost	100 <i>(100% of Total)</i>

7. Financial Proposal

Bidder offers to provide Talent Booking Services as described in the Scope of Work of RFP No. 26-003. Submit a per-show fee based on an estimated 8 - 10 shows annually for the Grandstand, including national and feature bands, artists, and acts. The estimated number of shows is for evaluation purposes only and is not guaranteed. The actual number of shows will be determined by the District and scheduled as they become available.

Rates shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, calls, or any other related expenses required to perform the Scope of Work. District shall not be billed for any costs that were not specifically included in the contract.

INITIAL CONTRACT TERM

Aug 2026 to Aug 2027

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Grandstand Stage	8	each show		
TOTAL					

FIRST OPTION TERM - YEAR TWO

Aug 2027 to Aug 2028

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Grandstand Stage	8	each show		
TOTAL					

SECOND OPTION TERM - YEAR THREE

Aug 2028 to Aug 2029

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Grandstand Stage	8	each show		
TOTAL					

THIRD OPTION TERM - YEAR FOUR

Aug 2029 to Aug 2030

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Grandstand Stage	8	each show		
TOTAL					

FOURTH OPTION TERM - YEAR FIVE

Aug 2030 to Aug 2031

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Grandstand Stage	8	each show		
TOTAL					

8. Vendor Questionnaire

8.1. EVALUATION AND SELECTION PROCESS

Are you claiming SB preference? Must either be certified SB/MB or subcontracting a certain percentage to SB/MB entities. See RFP Project Details section for specifics. SB/MB certification documentation required when claiming preferences. See Required Attachments section below

Select all that apply

- ☐ Claiming Small Business Preference
- ☐ Not claiming any preferences

*Response required

8.2. BIDDER MINIMUM QUALIFICATION REQUIREMENTS

In submitting a bid, each Bidder must provide proof that it possesses the following qualification requirements

*8.2.1. Experience in Talent Booking Service**

Bidder must have a minimum of five (5) years of relevant experience providing services as described in Statement/Scope of Work at large fairs or similar events. Experience is relevant if it falls within a category in the Scope of Work.

Required Supporting Documents must include **all** of the items listed below:

- a. Company Profile / statement of qualifications
- b. List of years in business
- c. Narrative describing relevant services provided.

*Response required

*8.2.2. Authorization to Conduct Business in California**

Bidder must be authorized to conduct business in the State of California. Bidder must provide at least one (1) of the following documents:

- a. California Secretary of State Business Registration
- b. City Business License (Business Tax Certificate)
- c. Talent Agency License issued by the California Labor Commissioner (if applicable)

*Response required

*8.2.3. Business in Good Standing Requirement**

Bidder must be in good standing and authorized to conduct business in the State of California. Bidder must provide one (1) of the following documents as proof of good standing:

- a. California Secretary of State – Certificate of Status (Good Standing)
- b. California Franchise Tax Board (FTB) Status documentation
- c. California Secretary of State Business Search printout showing “Active” status

*Response required

8.3. TECHNICAL PROPOSAL

Bidders must provide complete responses to all items listed in this section. Submissions will be evaluated and scored based on the quality and completeness of the information provided.

Failure to provide sufficient information may result in reduced scores in the applicable evaluation categories and may negatively impact the Bidder’s overall score in the selection process.

*8.3.1. Comparable Project Experience**

The District will evaluate the Bidder's experience based on comparable projects/contracts completed within the last five (5) years involving live entertainment booking for public events, fairs, festivals, or large venues. Bidders are expected to provide at least three (3) projects.

For each project or contract submitted in section, provide the following information:

- Client (Company/Agency) Name
- Project/Contract Description
- Dates of Service
- Client Contact Name
- Client Contact Phone Number
- Summary of Services Performed, including the Bidder's role and scope of work

Failure to provide sufficient information may result in reduced scoring in the applicable evaluation category.

*Response required

*8.3.2. Industry Relationships & Talent Access**

The District will evaluate the Bidder's industry relationships and ability to secure a diverse range of entertainment talent through established relationships with artist representatives, talent agencies, booking networks, and industry professionals.

Bidders are expected to provide the following information:

- A narrative describing the Bidder's industry relationships and talent booking network.
- Examples of past bookings, engagements, or events demonstrating the Bidder's ability to secure entertainment talent.

- A list of talent agencies, artist representatives, booking agencies, or industry contacts with whom the Bidder regularly conducts business.

Failure to provide sufficient information may result in reduced scoring in the applicable evaluation category.

*Response required

8.3.3. *Qualified Key Personnel**

The District will evaluate the qualifications, experience, and organizational structure of the personnel proposed to perform the services described in this RFP. Bidders are encouraged to demonstrate that assigned staff possess relevant experience in talent booking, contract negotiation, event coordination, and related services.

Bidders are expected to provide the following information:

- Resumes of key personnel assigned to the project.
- An organizational chart identifying reporting relationships and project responsibilities.
- A description of the roles and responsibilities of each assigned staff member.
- A summary of the relevant experience, qualifications, and expertise of each key staff member.

Failure to provide sufficient information may result in reduced scoring in the applicable evaluation category.

*Response required

8.4. REQUIRED ATTACHMENTS/DOCUMENTS

For your proposal to be responsive, all required attachments must be returned

8.4.1. *Reference Letters**

Include at least two (2) letters of reference written within the past two (2) years.

*Response required

8.4.2. *Current Insurance Coverage**

INSURANCE REQUIREMENTS AT TIME OF BID

- A. A copy of Bidder's current insurance certificate (or a letter confirming coverage) must be included with the proposal. The copy of the insurance certificate, or letter confirming coverage, included with the proposal must confirm \$1,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation insurance coverage.
- B. If the Bidder is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Bidder's current insurance certificate confirming the coverages identified in the paragraph above, the 22nd DAA shall provide written notice of this failure to Bidder. If Bidder fails to provide a copy of Bidder's current insurance certificate confirming the coverages identified above within 2 business days of receipt of the Failure Notice, the 22nd DAA may reject the Proposal.

*Response required

8.4.3. Financial Proposal Form*

*Response required

8.4.4. Certificate re California GC 1090 and Disclosure of Interests*

*Response required

8.4.5. Payee Data Record STD 204*

*Response required

8.4.6. Bidder References*

*Response required

8.4.7. Contractor Certification Clauses*

*Response required

8.4.8. Bidder's Declaration*

*Response required

8.4.9. Subcontractor's Declaration

Required if utilizing subcontractors. This form must be completed and signed by the subcontractor. Separate forms must be submitted for each subcontractor providing services under the resulting agreement.

8.4.10. Small Business Certification

Provide copy of Small Business Certification(s) if you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting 25% with certified SB/MB(s)

8.4.11. Commercially Useful Function Compliance

Required if claiming SB/MB preference.

8.4.12. California Civil Rights Laws Attachment*

*Response required

8.4.13. Darfur Contracting Act Certification*

*Response required

8.4.14. Iran Contracting Act Verification*

*Response required

Certificate re California Government Code 1090 and Disclosure of Interests

RFP/IFB No. _____

I _____ as a representative of
Print Name

Name of Bidder/Proposer

and with the authority, acknowledge that, the above Bidder/Proposer has read, understands, agrees to comply with the requirements of California Government Code Section 1090 et seq. and any and all other conflict of interest and ethics laws applicable to the performance of this Agreement.

If Bidder/Proposer is awarded the prospective contract described in the IFB/RFP, Bidder/Proposer agrees that it will be barred from entering into any financial relationships with any person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Bidder's/Proposer's obligations pursuant to this IFB/RFP or any resulting Agreement. The Bidder/Proposer agrees to cooperate fully with the 31st District Agricultural Association (31st DAA) as well as to provide any necessary and appropriate information requested by the 31st DAA or any authorized representative as relevant to actual or potential conflicts of interest or prohibitions concerning the IFB/RFP or any resulting Agreement.

The Bidder/Proposer understands, acknowledges, and agrees that:

- Bidder/Proposer may not employ any 31st DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the 31st DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, et seq. and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the IFB/RFP made in violation of Government Code Section 1090, et seq., may be considered void and the Bidder/Proposer may not be entitled to any reimbursement or compensation for the Bidder/Proposer's performance of the resulting Agreement, including reimbursement of expenses.
- Any violation of the applicable conflict of interest laws, including but not limited to Government Code section 1090, et seq. may constitute a material breach of the IFB/RFP and any resulting Agreement, and the 31st DAA reserves all its rights and remedies at law and in equity concerning any such violations.

The Bidder/Proposer agrees to document in writing to the Contact Person identified on the cover of the IFB/RFP any known, suspected, or potential financial or familial interest with any 31st DAA director, official, officer or employee and/or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Contact Person identified on the cover of the IFB/RFP.

Certificate re California Government Code 1090 and Disclosure of Interests

IFB/RFP No. _____
"Continued"

- ☐ I certify that I have **no** known suspected family or business relationships with any director, officer, official, or employee of the 31st DAA. If my status with regard to the above changes, I understand that I must notify the Contact Person listed on the cover of the IFB/RFP immediately.
- ☐ I disclose the following relationships with and value received from and/or paid to the persons listed on the attached page. ***(Provide in writing a detailed description of known or potential financial interests with any and all directors, officers, officials, or employees of the 31st DAA)***

NOTICE: THIS CERTIFICATE AND ITS EXECUTION HAVE SIGNIFICANT LEGAL CONSEQUENCES. ALL BIDDERS/PROPOSERS ARE ENCOURAGED TO SEEK LEGAL COUNSEL. THE 31st DAA DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE REGARDING THIS CERTIFICATE.

I certify under penalty of perjury that the foregoing is true and correct:

(NAME OF BIDDER/PROPOSER)

(SIGNATURE)

(PRINT NAME)

(TITLE)

(DATE)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS
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Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ SOLE PROPRIETOR / INDIVIDUAL ☐ SINGLE MEMBER LLC <i>Disregarded Entity owned by an individual</i> ☐ PARTNERSHIP ☐ ESTATE OR TRUST	☐ CORPORATION (see instructions on page 2) ☐ MEDICAL (e.g., dentistry, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (e.g., nonprofit) ☐ ALL OTHERS
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Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN. - For Individuals, enter SSN. - If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN. - Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN. - For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN). - For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN. - For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.	Social Security Number (SSN) or Individual Tax Identification Number (ITIN) _____ - ____ - _____ OR Federal Employer Identification Number (FEIN) _____ - _____ - _____
--	--

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION		
MAILING ADDRESS	FAX	TELEPHONE (include area code)	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Contractor Certification Clauses

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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser 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.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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, 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, NVSA, 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.

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)
- Nonprofit Veteran Service Agency (NWSA)
- Disabled Veteran Business Enterprise (DVB/E)

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, NWSA, and/or DVB/E must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVB/E and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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 DVB/E.

(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 DVB/E 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, NWSA, DVB/E or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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, NWSA, and/or DVB/E status

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 DVB/E (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 DVB/E)

Enter "Yes" if the subcontractor is a California certified DVB/E 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 DVB/E providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

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

SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, _____, declare as follows:

I am the owner, or an officer or director of the owner (Subcontractor), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following Bidder/Prime Contractor _____ for use during the duration of the IFB/RFP terms.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California, the 22nd DAA and the San Diego County Fair are not partnering to any agreement between me, the Subcontractor, and the Bidder/Prime Contractor regarding the described items and concerning use of the items.

I understand that it is my responsibility to ensure that all requirements set forth in the IFB/RFP regarding the equipment including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid at the time of award of any contract and during performance of an awarded contract.

I hereby hold harmless the State of California, the 22nd DAA, the San Diego County Fair, their employees and officers from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at the 22nd DAA property or San Diego County Fair.

I am the owner or authorized to sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Legal Name of Owner _____

Address: _____

Phone Number: _____

Signed by: _____

Name

Title

Signature: _____

Date: _____

RETURN THIS FORM WITH YOUR BID/PROPOSAL
SUBCONTRACTOR'S DECLARATION (Form)

CERTIFICATION OF COMMERCIALY USEFUL FUNCTION (CUF)

By signing on the line below, bidder certifies that if they are a Small Business (SB) or Disabled Veteran Business Enterprise (DVBE), or if any subcontractor they have identified as a SB or a DVBE to perform work under this Agreement is responsible for the execution of a distinct element of the work outlined in the Agreement, and carry out their obligation by actually performing, managing, or supervising the work involved in this Agreement. Bidder certifies that any subcontractors selected shall conduct only the services and functions that are normal for its business. Bidder certifies that any subcontractors selected shall be responsible in respect to products, inventories, materials, and any supplies required for the Contract, and for negotiating price, determining quality (and quantity), ordering, installing (if applicable), and making payments. Bidder certifies that they as a SB or the selected subcontractors are not extra participants in the transaction, Agreement, or project through which funds are passed in order to obtain the appearance of SB/DVBE participation. Additionally, bidder shall not further subcontract a portion of the work that is greater than expected by normal industry practices.

BIDDER/PRIME CONTRACTOR _____

(AUTHORIZED PERSON SIGN NAME HERE)

(DATE)

(AUTHORIZED PERSON PRINT NAME HERE)

(DATE)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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