REQUEST FOR PROPOSAL

#26-002

MASTER FOOD & BEVERAGE CONCESSIONAIRE SERVICES

31st District Agricultural Association

10 W Harbor Boulevard

Ventura, CA 93001

RELEASE DATE: October 30, 2026

DEADLINE FOR QUESTIONS: November 4, 2026, 3:00 pm

RESPONSE DEADLINE: November 12, 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 no 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 #26-002
Master Food & Beverage Concessionaire Services

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1. Introduction

1.1 Summary

The District is releasing this solicitation with the intent of awarding a contract for a Master Food & Beverage Concessionaire for a period of three (3) years with two (2) one-year options for a total of five (5) years for the Ventura County Fairgrounds year-round interim events and annual Ventura County Fair. **The term of the initial service agreement will begin December 1, 2026, and end December 31, 2029.** *(For multi-year contracts, certification of satisfactory performance is required at the end of year as a justification for continuance of the contract.)*

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 reserves the right to consider guaranteed minimum payments, percentage revenue sharing, sponsorship participation, operational investments, and long term financial benefit to the District in determining the most advantageous proposal. Base Capital Improvement Offers will be assigned a score of up to 15 points that will be incorporated into the 100-point financial evaluation with the highest score going to the highest offer.

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 Directors[1], 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 63-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

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

which was started in 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 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.

Food and beverage operations have long been an important part of the guest experience of the Fair and interim events, giving guests the traditions they expect while also highlighting the local flavor and agricultural history of Ventura County. The Fairgrounds' food and beverage program has historically combined fair favorites with locally inspired offerings, craft beverages, and family-friendly dining experiences designed to enhance attendance, increase guest satisfaction, and maximize per-capita spending. As attendance and event diversity continue to grow, the Fairgrounds seek an innovative master food and beverage partner capable of delivering high-quality service, operational excellence and modern culinary concepts while honoring the unique character and community traditions of the Ventura County Fairgrounds.

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

RFP Release Date:	Thursday, October 30, 2026
Question Submission Deadline:	Wednesday, November 4, 2026, 3:00pm *submissions by email only:* *hortiz@venturacountyfair.org*
Proposal Submission Deadline:	Thursday, November 12, 2026, at 4:00pm
Proposed Scoring:	Friday, November 13, 2026
Anticipated Notice of Proposed Award:	Friday, November 13, 2026
Anticipated Contract Award Date: *(No protests may be filed after this date)*	Friday, November 20, 2026
Posted Contract Commences:	Tuesday, December 1, 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.

31st DAA, District, Fairgrounds, or State	Refers to the 31st District Agricultural Association, a California state institution, which operates and administers the Ventura County Fairgrounds/Ventura County Fair. The 31st 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 31st 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, 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.
Qualified Bidder	Refers to bidders who submit their proposals according to the guidelines contained in the RFP and meet the minimum technical evaluation score listed in 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 three (3) years with two (2) one-year options for a total of five (5) years for the Ventura County Fairgrounds year-round interim events and annual Ventura County Fair. **The term of the initial service agreement will begin December 1, 2026, and end December 31, 2029.**

The two one-year options to renew shall be exercised 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.

3.2. 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.

Bidders are required to participate in a Job Site Visit/Walk before submitting their proposals. Bidders are expected to become fully acquainted with the beverage service facilities to be used and the conditions relevant to the operation of concessions.

3.3. 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. Bidder must be properly licensed, registered, and authorized to conduct business in the State of California, as applicable to the services provided.
2. 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.
3. Bidder must demonstrate that they have adequate experienced staff and personnel who work/worked in the food and beverage industry.
4. Bidder must have ability to hold a liquor license and have a demonstratable understanding of the Alcohol and Beverage Control and Environmental Health requirements.

3.4. Mandatory Site Walk

The District has identified that there will not be a site walk.

3.5. 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 Wednesday, November 4, 2026.

3.6. 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.***

3.7. 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 #26-002, 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.

3.8. 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. We will accept original, wet-ink signatures or legally valid electronic signatures, such as DocuSign, from an authorized representative on any document where it requires a signature.

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. Acceptable binding methods include standard three-ring binders, report covers, or other functional binding methods that allow the proposal to be reviewed easily. Plain, professional packaging is preferred; however, branded presentation boxes, elaborate packaging, promotional materials, and other nonessential presentation elements are acceptable so long as they are sealed and labeled according to the requirements. 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.

3.9. 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.

3.10. 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 4:00 p.m. on Monday, October 26, 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

3.11. 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.

3.12. 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:

- Commercial General Liability Insurance minimum $1,000,000 per occurrence and aggregate coverage
- Automobile Liability Coverage minimum $1,000,000 combined single limit
- Workers Compensation Insurance per statutory limits as required by California law
- Liquor Liability Insurance minimum $1,000,000 per occurrent and aggregate 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

Evidence of appropriate insurance coverage for the term of the contract, as outlined above; 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."

3.13. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: (1) preparing the proposal in response to this RFP 26-002 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.

3.14. 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.

3.15. 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 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.

3.16. TAXES

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

3.17. 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.

3.18. 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.

3.19. 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.

3.20. 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.

3.21. 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 #26-002 General Provisions

C. Addenda to the RFP #26-002 (incorporated by reference)

D. District's response to written questions and clarifications to the RFP #26-002 (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.

3.22. 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.

3.23. 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

3.24. GROUNDS 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, POS systems, or pay any additional fees or costs not specifically identified in this RFP. The Bidder may identify proposed equipment or capital investments in its proposal, provided they do not require the District to incur additional costs or obligations not identified in the RFP. All proposed equipment, associated costs, and ownership terms must be clearly disclosed. Any arrangement for equipment or capital improvements to become District property must be reviewed and expressly approved by the District and documented in the resulting agreement.

- 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.)

3.25. 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.

3.26. 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.

3.27. 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.

3.28. 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.

3.29. 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.

3.30. 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. GENERAL SCOPE OF SERVICES OVERVIEW

The Statement of Work describes the work to be performed by the bidder who is awarded the contract and the Terms and Conditions which shall be deemed to be incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to this RFP will also contain the Standard Contract Terms and Conditions and will be incorporated and made a part of the contract. All terms and conditions are fixed and non-negotiable.

The general scope of services required of the Bidder under terms of the five-year proposed Agreement includes, but is not necessarily limited to the following:

1. **Annual Ventura County Fair and/or self-produced events**

   The annual Ventura County Fair is a twelve (12) day event where the attendance is approximately 265,000 people and daily sales can be found on attachment #1.

   a.) Bidder shall be responsible for operating all alcohol beverage service areas during Fair time and/or self-produced events, including but not limited to beer booths, beer carts, temporary bars, VIP service areas, and grandstand alcohol service locations.

   b.) A minimum number of alcohol service locations shall be established annually by Fairgrounds Management.

   c.) Bidder shall comply with all sponsorship beverage requirements designated by the Fairgrounds, including designated brands, products, cup sponsorships, and pour agreements.

   d.) Bidder shall provide sufficient staffing levels to ensure safe, efficient, and professional alcohol service operations at all times.

   e.) Fairgrounds Management reserves the right to require additional portable bars, carts, or temporary service locations during high-attendance events.

2. **Year-round Events (Non-Fairtime)**

   The Ventura County Fairgrounds rents the grounds out to a large number of non-fair events, most of which take place on the weekends. Attendance at these events will vary based on the areas of the venue selected. The Bidder will provide for the sale of Food & alcoholic beverages to patrons attending.

3. **Public Events (Non-Fairtime)**

   The Bidder will have the exclusive food & alcoholic beverages concession sales at all public events, except those where a buyout is negotiated.

   a) For these events, Bidder will have the exclusive right to food & alcoholic beverages concession sales from concession trailer(s) provided by the Bidder and from temporary bar service areas set up inside buildings and around the facilities.

   b) If required to provide the service needed, and with the Fairgrounds Management approval, Bidder is permitted to hire subcontractors.

c) Fairgrounds reserves its rights to waive or negotiate specific terms with the Bidder for events that may require specific alcohol services or as needed to secure events in the best interest of the fairgrounds.

4. Private Events

The Bidder will have the exclusive food & alcoholic beverage service at all private events. Bidder must work to offer competitive catering prices for private events. If the bidder cannot offer these services or otherwise meet specific client needs, they waive the right specifically to food services on private events.

5. Promotional Sponsorships and Fair Entertainment Support

a.) Bidder shall actively pursue sponsorship and promotional partnerships that enhance the guest experience and increase revenue opportunities for the Ventura County Fairgrounds.

b.) All sponsorships secured by Bidder must receive prior written approval from Fairgrounds Management.

c.) Cash sponsorship revenue secured by Bidder shall be shared at a minimum rate of fifty percent (50%) to the Fairgrounds and fifty percent (50%) to the Bidder unless otherwise negotiated in writing.

d.) The Fairgrounds shall retain exclusive ownership and control over all sponsorship categories, naming rights, beverage partnerships, and Fair-sponsored promotions.

6. Operations Requirements

a.) Bidder's On-site Manager must live in Ventura County, be a full-time employee of Bidder and is subject to approval by the Fairgrounds.

b.) Bidder will provide a Point of Sale system (POS) capable of handling a cashless operation that will accept multiple types of credit card payments such as Visa, Master Card, American Express and Apple Pay, including a contactless feature. The POS will have real-time reporting, detail where sales are being made and associated revenues as well as be able to provide the Fairgrounds access to these reports daily, weekly, and monthly.

c.) All food vendors, subcontractors, and concessionaires must maintain valid annual Ventura County Health permits and comply with all Ventura County Environmental Health Department regulations and requirements. Permits and insurance must be on file with the fair office in order to operate.

d.) The Fairgrounds must approve all subcontractors, concessionaires, food vendors, alcohol operators, and any other third-party entities proposed to perform work under this RFP. Proposers shall provide a complete list of all subcontractors and vendors being considered for any portion of the services described herein as part of their proposal submission.

e.) Bidder must be able to provide ice to Fair and interim Fairgrounds concessionaires when needed and at a competitive price.

7. **Alcohol Operations Requirements**

a.) Bidder shall be responsible for operating all alcohol beverage service areas during Fair-time events, including but not limited to beer booths, beer carts, temporary bars, VIP service areas, and grandstand alcohol service locations.

b.) A minimum number of alcohol service locations shall be established annually by Fairgrounds Management.

c.) Bidder shall comply with all sponsorship beverage requirements designated by the Fairgrounds, including designated brands, products, cup sponsorships, and pour agreements.

d.) Bidder shall provide sufficient staffing levels to ensure safe, efficient, and professional alcohol service operations at all times.

e.) Fairgrounds Management reserves the right to require additional portable bars, carts, or temporary service locations during high-attendance events.

8. **Layout and Placement Authority**

a.) The Ventura County Fairgrounds shall retain final authority and approval over all concession layouts, booth placements, alcohol service locations, signage locations, sponsorship displays, and operational footprints throughout the Fairgrounds.

b.) Bidder may submit recommendations regarding operational layouts and placements; however, final approval shall rest solely with Fairgrounds Management.

c.) The Fairgrounds reserves the right to relocate, modify, or adjust concession locations and operational layouts in the best interest of guest flow, safety, sponsorship obligations, operational efficiency, or Fairgrounds programming.

9. **Menu and Pricing Approval**

a.) All menus, pricing structures, specialty items, alcohol pricing, and beverage offerings must receive prior written approval from Fairgrounds Management.

b.) No changes to approved pricing or menu offerings may be made without written authorization from Fairgrounds Management.

4.2. MANNER OF PAYMENT, RECORD KEEPING, REPORTING AND RIGHT TO EXAMINE RECORDS

1. The Bidder shall maintain true and accurate records showing all business transactions. Such records need to be maintained in a manner acceptable to the Fairgrounds and will be subject to audit by the Fairgrounds at any time.

2. Bidder agrees that as a part of its record keeping activities it shall install and maintain such Point of Sale equipment as may be deemed necessary. The Fairgrounds may audit Point of Sale, concession operations and alcohol sales daily.

3. The Fairgrounds further reserves the right to examine all such books and records at any time during the one (1) year period following the termination of this agreement, including but not limited to, Federal and State income tax returns and State sales tax return records.

   The Fairgrounds will pay weekly gross sales minus commissions to master concessionaire.

4. All gross sales must be collected by the Fairgrounds and deposited directly into

Fairgrounds-controlled merchant accounts (MID) and bank accounts. Payment and Auditing process for the Ventura County Fair, Oktoberfest and any other Fairgrounds Sponsored Events will be as follows:

a) Percentage Paid: Agreed upon percentage of all food & alcoholic beverages sales will be paid upon receipt of invoice by Fairgrounds to Bidder based on total gross receipts less sales tax. It is also understood that there may be sales of non-food & alcoholic beverages and food within the alcohol stands. Percentages for non-food & alcoholic beverages and food will be based on the established rate for all food vendors at the event.

b) Bidder shall submit an accounting of total daily gross sales, including sales tax to the Fair auditor on a daily basis with a daily summary report. Daily summary reports are mandatory, must be specific to each bar and are due by noon the following day. All sales must be transacted using agreed upon electronic POS system. Bidder agrees to comply with all adopted sales and reporting procedures even if they are adopted after the commencement of this agreement.

c) Please note that commission payments will be based on adjusted sales totals after the deduction of sales tax and tips.

4.3. PAYMENT AND AUDITING PROCESS FOR NON-FAIR EVENTS

1. Percentage Paid: Agreed upon percentage of all food & alcoholic beverage sales will be paid upon receipt of invoice by Fairgrounds based on total gross sales less sales tax and tips. It is also understood that there may be sales of non-alcoholic beverages and food within the alcohol stands. Percentages for non-food & alcoholic beverages and food will be based on the established rate for all food vendors at the event.
2. Daily Sales Reports are due by noon the following day or at an alternative time determined by Fairgrounds Management.

4.4. LATE PAYMENT PENALTY

Should Fairgrounds fail to pay any commissions to Bidder by the time specified in the resulting agreement, the Bidder may add interest beginning the day after the due date on the entire balance, at the maximum legal rate allowed by law, compounded monthly.

4.5. FAIR TIME INFORMATION

1. Bidder may opt to subcontract food services.
2. The facility contains a full kitchen available to Bidder or designated subcontractor for food preparation.
3. Food products will be mutually agreed upon by all parties.
4. Bidder will provide multiple alcohol concessions for the Fairgrounds during the County Fair at Fairgrounds Management discretion.
    a. The 2026 County Fair had approximately 15 food & alcoholic beverage concessions located throughout the Fairgrounds. In addition, there were approximately 2 food &

4 alcoholic beverages concessions for events taking place in the Arena.

b. Food & alcoholic beverages concession setup will also be required for livestock auction taking place during the Fair.

c. Food & alcoholic beverages setup may be required for Fairgrounds designated events that occur during Fairtime and will be discussed as needed with the Bidder.

4.6. FIRST RIGHT OF REFUSAL / SURRENDER OF ABC/LIQUOR LICENSE

Fairgrounds grants to Bidder the exclusive first right of refusal to operate Food & Alcoholic Beverage Concessions at the Fairgrounds for all public and private events during the term of this agreement. Should Bidder elect not to provide Food & Alcoholic Beverage Concessions or services to an event, they must willingly surrender their ABC license to allow food & alcoholic beverages service at the event.

4.7. STANDARDS OF QUALITY, VALUE AND SERVICE

1. Fairgrounds Management shall be entitled to review and approve all menus and prices relating to the services provided as part of this Agreement. Bidder shall secure Fairgrounds's written approval before making any changes in approved prices and menus.
2. Bidder shall post printed rates and prices for all goods and services in such places approved by Fairgrounds Management. Handwritten rates and prices are prohibited by Fairgrounds.
3. Bidder is fully responsible for insuring that all Bidder's employees shall be clean in appearance, courteous and fully trained to provide a level of service deemed acceptable by the Fairgrounds Management. All employees must be easily identifiable by the use of employee identification badges, uniforms or a combination of these items. Fairgrounds Management reserves the right to require corrective action regarding cleanliness, staffing, uniforms, service quality, or operational presentation.
4. The number of employees hired by the Bidder during operations shall be sufficient to meet the requirements of the hours of operation included on the Request for Proposal. Bidder shall possess established procedures for discipline of employees failing to meet any of the requirements stipulated under this agreement. All employees employed by Bidder to perform work under this agreement are employees of Bidder and not of the Fairgrounds.
5. A qualified and responsible supervisory person shall be at each facility at all operational periods during the term of this agreement.
6. Every aspect of the operation shall be subject to the Fairgrounds's ongoing approval and failure to perform according to the standards will be cause for termination. Replacement of the designated on-site manager is subject to the Fairgrounds's approval. The designated on-site manager is required to attend weekly staff meetings of the Fairgrounds.
7. All employees must comply with all Federal, State and local health and safety regulations. Additionally, the Bidder must comply with the Ventura County Fairgrounds Alcohol

Policies (Sections 401, 603.11 and 701.12 Alcoholic Beverages of the Board of Directors Policy Manual and CDFA Policy #1.2.1 – Controlled Substances and Alcohol Policy).

8. No pesticides, herbicides or fungicides may be used that are not approved in writing by the Fair CEO or his/her designee in advance of use.
9. All concession operations shall be conducted in a manner consistent with enhancing the guest experience and protecting the reputation of the Ventura County Fairgrounds.

4.8. PERMISSIBLE PRODUCTS AND PRODUCT QUALITY

1. Bidder agrees to sell or dispense food & alcoholic beverages as follows:
    a. Draft beer may be sold on the Fairgrounds, in the Grandstand and at any concession site equipped for the sale of draft beer.
    b. All food & alcoholic beverages, including "well" alcohols, shall meet or exceed quality levels normally considered as "standard" brands.
    c. All food & alcoholic beverages shall be sold or dispensed in distinct logo cups.
    d. Every drink calling for the inclusion of food & alcoholic beverages shall contain a minimum of 7/8 ounce thereof.
    e. All beer to be sold or dispensed, and location of stands, shall be subject to the approval of the Fairgrounds.
    f. Food & alcoholic beverages sales to the public at designated events may be restricted at the sole discretion of Fairgrounds Management.

4.9. FACILITES AND EQUIPMENT

1. Permanent food & alcoholic beverages service concession areas.
2. Proposers have an opportunity to walk through the facilities to review the existing equipment during the mandatory job walk event as indicated in Section 1.5 Timeline.
3. As part of this agreement, Bidder is permitted to use office space/storage area located towards the back of the Fairgrounds in the Warehouse. Additional space, if needed, is subject to negotiation with Fairgrounds and will be subject to a separate rental agreement.
4. All equipment necessary for the operation of the bars is the responsibility of the Bidder. In addition to refrigeration equipment, ice machines and other equipment to be supplied by the Bidder, the Fairgrounds will encourage improvements to be made at the expense of the Bidder, but with prior written approval of Fairgrounds Management.
5. Within thirty (30) days of installation of personal property, Bidder shall submit to the Fairgrounds a list of all personal property used or located on the premises, the ownership which does not accrue to the Fairgrounds at the termination or end of the term of this agreement. Failure to notify the Fairgrounds of any such personal property within the time required shall cause ownership to be vested to the Fairgrounds.
6. It is Bidder's responsibility to ensure all public concession service areas within the Bidder's jurisdiction are ADA compliant. Bidder understands that any required improvements must be

timely and will be their sole responsibility unless the Fairgrounds agrees in writing to provide financial and/or labor in support of an improvement.

7. Bidder is responsible for conducting an inventory of all state-owned equipment and/or property and providing a report to Fairgrounds Management as requested. Bidder is permitted to use existing state-owned equipment upon permission by Fair Management. Bidder is required to leave state-owned equipment in original condition or pay for any damages or replacement of said equipment.

4.10. USE OF PREMISES, UTILITIES AND MAINTENANCE

1. Bidder shall not use nor permit the subject premises to be used in whole or part during the term of this agreement for any purpose other than as herein set forth without the prior written approval of Fairgrounds Management.
2. Bidder shall accept the premises in their existing condition. No warranties, expressed or implied, as to the existing condition of the premises have been made to Bidder. Bidder understands that any required improvements will be their sole responsibility unless the Fairgrounds agrees in writing to provide financial and/or labor in support of an improvement.
3. Bidder shall maintain the premises and the facilities and equipment to which Bidder, Bidder's employees, agents; subcontractors or any member of the public has access. Bidder agrees to return the equipment in the same or better condition as it was on agreement commencement date. A full inventory of all facilities and equipment and a note of their condition shall be incorporated into the agreement.
4. Bidder shall be responsible for maintenance costs and any damage to State owned property. If property is damaged due to fire or other peril caused by the Bidder, the Bidder's liability coverage will be called upon to respond to any loss.
5. Bidder shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the fairgrounds without a specific written authorization of Fairgrounds Management for any purpose.
6. Bidder shall utilize the premises in an orderly manner and shall observe and comply promptly with all rules, regulations, directives and orders of appropriate governmental agencies, such as statures, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the premises.
7. The Bidder at its own cost and expense shall furnish and maintain all telephone, internet and TV service as required for operations. It is the Bidder's sole responsibility to secure their equipment and leased areas. Fairgrounds will not be responsible for any losses or repairs from vandalism. The Fairgrounds shall not be liable for loss or damage to the property of the Bidder from any cause whatsoever.
8. Fairgrounds shall maintain structural repairs such as roof, foundation and walls. Fairgrounds will also provide water, gas and sewer services.
9. The Bidder shall furnish at its own expense all common and skilled labor for the moving and setting up and dismantling of any temporary concession stands or other equipment on the premises. All labor employed by agreement to perform work under this agreement are

employees of Bidder and not of the Fairgrounds.

10. The Bidder is responsible for the disposal of all litter associated with Bidder's operation and will provide janitorial service, pickup and removal of all litter within a defined area of operation that includes the work area, service area and adjacent public area into garbage receptacles provided by Fairgrounds. Bidder shall also be responsible for collection and disposal of all cooking oils.
11. The Bidder is responsible for any damages caused by its own staff, contractors, sub-contractors or vendors providing delivery services to fairgrounds property or interim events' property.

4.11. ADDITIONAL AGREEMENT TERMS AND CONDITIONS

1. Bidder agrees to remove not later than thirty days following the expiration of this agreement, at his sole cost and expense, all his articles, materials and equipment used in connection with his operations hereunder in a neat and clean condition. Bidder agrees that, in the event Bidder fails to vacate said premises or to leave same in a neat and clean condition, Fairgrounds is authorized to remove and store such articles, materials and equipment at Bidder's risk and expense for no more than 60 days, and Bidder shall reimburse Fairgrounds for expense thus incurred. After 60 days, Fairgrounds may dispose of said property as it sees fit.
2. It is understood and agreed that all terms and conditions as heretofore set forth shall prevail and be binding upon the parties of this agreement and Bidder clearly understands the terms and conditions under which this agreement may be cancelled by Fairgrounds as herein set forth.
3. It is understood and agreed, that this Agreement shall not be altered, amended, changed, or modified in any respect unless such alteration, amendment, change, or modification is agreed upon by each of the parties, reduced to writing in its entirety, and signed and delivered by each such party. As part of this agreement, Bidder is permitted to use office space/storage area located towards the back of the Fairgrounds in the Warehouse. Additional space, if needed, is subject to negotiation with Fairgrounds and will be subject to a separate rental agreement.
4. It is mutually understood and agreed that failure of Fairgrounds to insist in one or more instances upon the observance of any of the foregoing provisions shall not constitute a waiver of any subsequent breach or breaches thereof.
5. It is mutually understood and agreed that, in the event Bidder fails to faithfully perform each and all covenants of this agreement to be performed by Bidder, Bidder agrees to pay and discharge all costs, reasonable attorney's fees and expenses arising from the necessity of enforcing the provisions of this agreement.
6. All notices under this agreement shall be in writing and addressed to the parties as set forth above. Any notice sent by certified mail, return receipt requested, shall be effective seventy-two (72) hours after the time of mailing. A notice personally delivered or sent by other than certified mail, return receipt requested, shall be effective when received. The address of any party for notice may be changed by giving notice to the other party at any time, in writing, as

set out above.

7. BCIO funds shall be expended during the contract year in which they are allocated. Unexpended funds may be carried forward to the subsequent contract year only with the prior written approval of the DAA, and any such approval shall not reduce or alter the Contractor's total BCIO commitment for future years.

4.12. PUBLIC SAFETY

1. Bidder shall make public safety its number one concern at all times, ensuring that the actions of the Bidder's officers, agents, and employees cannot be judged negligent in any way. Bidder shall ensure the professionalism of its employees including, but not limited to appearance, customer service skills and communication skills.
2. Bidder shall abide by the Fairgrounds's Emergency Operations Plan, Crisis Communication Plan and all other relevant policies and procedures.
3. Bidder shall ensure all areas around Food & alcoholic beverages concessions are fully accessible for disabled patrons. Bidder shall ensure all exposed cables and hoses on fairgrounds walkways and thoroughfares are covered. Bidder shall ensure reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.
4. Bidder shall ensure all food concession supervisory personnel are ServSafe Program certified. In addition, employees serving food & alcoholic beverages shall have completed an accredited alcohol servers training course such as the Department of Food & alcoholic beverages Control's Bidder Education on Alcohol and Drugs (LEAD Program).

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 **75** 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.	**Current Operations / Management Philosophies and Policies** • Management philosophy and operational strategy. • Food service and food/alcoholic beverage training requirements. • Procedures and practices in place supporting public health and safety. • Drug testing policy for employees.	Points Based	30 *(30% of Total)*
2.	**Food & Beverage Service Descriptions** • Description of service, including menus, operational process, food and alcoholic beverages, quality, manner of presentation, service, etc., as Bidder deems necessary to describe proposed service • Describe future opportunities and potential enhancements to current operations.	Points Based	30 *(30% of Total)*

3.	**Past Experience, Letters of Recommendation, and Ability to Perform** • Outline training and food and beverage service industry experience of key management as owners. • At least three (3) reference letters from company management or relevant industry partners written within the past 3 years, demonstrating Bidder's past experience with providing food and beverage services. • 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 food and beverage 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: • A brief description of relevant services provided in the food and beverage industry. •Other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance. • Any other information Bidder would like to offer for consideration by the Evaluation Committee.	Points Based	15 *(15% of Total)*

4.	**Financial Capability** Proposals must contain documentation demonstrating that the Proposer possesses the financial fortitude required to fulfill the cash flow and financial burden of this agreement: • Bank statements, bank letter and/or company financial statements demonstrating the ability to provide sufficient capital for an operation of this magnitude. • List of credit references with consent to the Corporation for release of any information in connection therewith (i.e., vendors, other fairs, etc.)	Points Based	15 *(15% of Total)*
5	**Local Business Preference** For the purposes of this RFP, a business shall be eligible for the local business preference if it has a principal business office or a satellite office with at least one full time employee within Ventura County and a valid business license if required by the city or cities in which the business operates.	Points Based	5 *(5% of Total)*
6	**Compliance with RFP** Follow format. Information presented in order and manner requested. All questions answered. All requested data supplied.	Points Based	5 *(5% of Total)*

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 highest potential revenue and/or revenue share.	The bidder offering the highest potential revenue and/or revenue share based on sample years provided will receive 85 points. All other proposals will receive proportionate scores based on the highest offer.	85 *(85% of Total)*
2.	**Base Capital Improvement Offer (BCIO)** The Base Capital Improvement Offer (BCIO) represents the Contractor's financial commitment to DAA-approved capital improvements to equipment, systems, infrastructure, or facilities associated with the contract. This obligation is separate and distinct from all commission payments. BCIO expenditures shall not be credited against, offset from, or otherwise reduce the Contractor's commission obligations. BCIO funds shall be expended during the contract year in which they are allocated. Unexpended funds may be carried forward to the subsequent contract year only with the prior written approval of the DAA, and any such approval shall not reduce or alter the Contractor's total BCIO commitment for future years.	The Bidder offering the highest BCIO will receive 15 points. All other proposals will receive proportionate scores based on the highest offer.	15 *(15% of Total)*

7. Financial Proposal Form

Bidder offers to provide Master Food & Beverage Concessionaire Services as described in the Scope of Work of RFP #26-002.

Provide the proposed commission percentage for each item and year.

INITIAL CONTRACT TERM

November 16 2026 – December 31 2027

Food (percentage guarantee): _____ % Alcohol (percentage guarantee) _____ %

Catering (percentage guarantee): _____ % Subcontract (max. usage): _____ %

Base Capital Improvement Offer (Optional): $_____

January 2028 – December 2028

Food (percentage guarantee): _____ % Alcohol (percentage guarantee) _____ %

Catering (percentage guarantee): _____ % Subcontract (max. usage): _____ %

Base Capital Improvement Offer (Optional): $_____

January 2029 – December 2029

Food (percentage guarantee): _____ % Alcohol (percentage guarantee) _____ %

Catering (percentage guarantee): _____ % Subcontract (max. usage): _____ %

Base Capital Improvement Offer (Optional): $_____

Option Year One: January 2030 – December 2030

Food (percentage guarantee): _____ % Alcohol (percentage guarantee) _____ %

Catering (percentage guarantee): _____ % Subcontract (max. usage): _____ %

Base Capital Improvement Offer (Optional): $_____

Option Year Two: January 2031 – December 2031

Food (percentage guarantee): _____ % Alcohol (percentage guarantee) _____ %

Catering (percentage guarantee): _____ % Subcontract (max. usage): _____ %

Base Capital Improvement Offer (Optional): $_____

Proposer agrees to pay the represented percentage listed on this form**:** *(Please initial below)*

Yes: _____ No: _____

Are you claiming preference as a small business?: _____ Yes _____ No
If yes, the Bidder must submit OSMB's Small Business Certification Approval Letter with the technical proposal package.

All Bidders must fill in the following information and sign the form in order for the Financial Bid Form to be considered.

Firm Name: _____

Address: _____

City, State, Zip: _____

Email: _____ **Telephone:** _____

Taxpayer Identification Number: _____

Bidder certifies to the DAA that Bidder has thoroughly familiarized themselves with the DAA facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this Financial Bid Proposal form, the Bidder certifies that they have read and understood the RFP package including the information regarding bid protests. Further, Bidder certifies that the information provided by the Bidder is accurate, true and correct, and not intended to mislead the DAA in any manner.

Signature: _____

Title: _____ **Date:** _____

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

1. 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.
2. Bidder must have ability to hold a liquor license and have a demonstratable understanding of the Alcohol and Beverage Control and Environmental Health requirements.

*8.2.1. Industry Experience in Food & Beverage Service**

1. Outline relevant training and food and beverage service industry experience of key management as owners.
2. Any other relevant information Bidder would like to offer for consideration by the Evaluation Committee.
3. Bidder must demonstrate that they have adequate experienced staff and personnel who work/worked in the food and beverage industry.

*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. Current Operations/Management Philosophies and Policies**

Bidder to provide a narrative and supporting documentation demonstrating the following:

- Management philosophy and operational strategy.
- Food service and food/alcoholic beverage training requirements.
- Procedures and practices in place supporting public health and safety.
- Drug testing policy for employees.

*Response required

*8.3.2. Food and Beverage Service Descriptions**

The Bidder is to provide a clear description of their food and beverage operations including but not limited to sample menus, food and alcoholic beverage offerings, preparation and service processes, quality, presentation, and customer service.

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

*Response required

*8.3.3. Past Experience, Letters of Recommendation, and Ability to Perform**

The District will evaluate the qualifications, experience, and organizational structure of the personnel proposed to perform the services described in this RFP.

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

Failure to provide attachments may be deemed non-responsive or a reduced scoring in the applicable evaluation category.

*8.4.1. Reference Letters**

Include At least three (3) reference letters from company management or relevant industry partners written within the past 3 years, demonstrating Bidder's past experience with providing food and beverage services. Letters must be written on company letterhead.

*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 31st 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 31st 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. Contractor Certification Clauses**

*Response required

*8.4.7. Bidder's Declaration**

*Response required

8.4.8. 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.

8.4.9. 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)

8.4.10. Commercially Useful Function Compliance

Required if claiming SB/MB preference.

*8.4.11. California Civil Rights Laws Attachment**

*Response required

*8.4.12. Darfur Contracting Act Certification**

*Response required

*8.4.13. Iran Contracting Act Verification**

*Response required

Supplemental Information

Ventura County Fair Alcohol Sales Comparison

The following tables summarize daily alcohol sales comparisons between the 2024 and 2025 Ventura County Fair, including entertainment lineups and sales variances for RFP review purposes.

Daily Sales Comparison

Day	Weekday	2024 Sales	2025 Sales	Daily +/-	Combined +/-
Day 1	Wednesday	$116,904.00	$101,745.00	-15,195	0
Day 2	Thursday	$79,450.00	$164,952.00	85,502	70,343
Day 3	Friday	$197,570.00	$152,390.00	-45,180	25,163
Day 4	Saturday	$241,957.00	$235,688.00	-6,268	18,895
Day 5	Sunday	$207,305.00	$196,032.00	-11,273	7,622
Day 6	Monday	$102,475.00	$135,161.00	32,686	40,307
Day 7	Tuesday	$192,086.00	$114,000.00	-78,086	-37,779
Day 8	Wednesday	$87,958.00	$95,798.00	7,840	-29,939
Day 9	Thursday	$37,038.00	$44,149.00	7,111	-22,828
Day 10	Friday	$111,168.00	$109,816.00	-1,352	-24,180
Day 11	Saturday	$157,228.00	$149,298.14	-7,930	-32,110
Day 12	Sunday	$124,290.00	$126,463.00	2,173	-29,937

Entertainment Lineup Comparison

Day	2024 Entertainment	2025 Entertainment
Day 1	I luv 90's	Flo Rida
Day 2	Brantly Gilbert	Diplo
Day 3	Subline	Dirty Heads
Day 4	Dustin Lynch	Lee Brice
Day 5	Mex. Day	Mex Day
Day 6	Fluffy	Bubba Sparx
Day 7	Ludacris	Dylan Scott
Day 8	Gary Allen	Scotty McCreery
Day 9	Open	Open
Day 10	Rodeo	Rodeo
Day 11	Rodeo	Rodeo
Day 12	Rodeo	Rodeo

Sales Summary:

- Total 2024 Sales: $1,655,429.00
- Total 2025 Sales: $1,625,492.14
- Net Variance: $-29,936.86

Supplemental Information
Ventura County Fairgrounds All Sales Comparison

The following tables summarize the overall monthly sales comparisons between 2024 and 2025 for the current Master Food and Beverage Concessionaire. This includes all interim events, fair and 2025's Oktoberfest with sales variances for RFP review purposes.

2025 Monthly Sales

	Beverage	Food	Subcontractor	Non Commission	Catering	Consignment	Total Monthly
Jan	$35,169.14	$2,396.98	$13,871.64	$61.20	$36.00	$0.00	**$51,534.96**
Feb	$34,312.76	$4,541.29	$25,594.65	$658.00	$0.00	$0.00	**$65,106.70**
March	$20,540.62	$12,981.89	$16,182.61	$4,368.49	$600.46	$0.00	**$54,674.07**
April	$24,347.33	$8,764.03	$5,009.93	$7,926.48	$14,272.91	$4,000.00	**$64,320.68**
May	$212,206.05	$13,665.18	$30,353.59	$0.00	$0.00	$9,300.00	**$265,524.82**
June	$12,429.00	$7,682.60	$11,336.42	$300.00	$9,922.04	$0.00	**$41,670.06**
July	$271,288.29	$6,695.36	$3,350.35	$1,366.00	$326.86	$0.00	**$283,026.86**
Aug	$1,392,933.66	$22,926.54	$33,444.56	$27,135.13	$0.00	$0.00	**$1,476,439.89**
Sept	$35,836.20	$11,725.05	$37,468.39	$2,140.76	$8,608.22	$0.00	**$95,778.62**
Oct	$194,321.36	$15,913.22	$31,670.58	$13,386.31	$1,087.70	$0.00	**$256,379.17**
Nov	$31,990.49	$15,900.69	$34,573.55	$200.00	$5,411.38	$65,000.00	**$153,076.11**
Dec	$2,996.31	$3,876.55	$7,529.46	$368.84	$5,276.10	$500.23	**$20,547.49**
Total Yearly	**$2,268,371.21**	**$127,069.38**	**$250,385.73**	**$57,911.21**	**$45,541.67**	**$78,800.23**	**$2,828,079.43**

2024 Monthly Sales

	Beverage	Food	Subcontractor	Non Commission	Catering	Consignment	Total Monthly
Jan	$29,481.20	$2,419.96	$12,676.56	$68.00	$66.00	$154.00	**$44,865.72**
Feb	$37,884.47	$11,164.94	$46,511.85	$0.00	$0.00	$0.00	**$95,561.26**
March	$6,057.31	$2,025.06	$3,162.51	$2,202.99	$0.00	$0.00	**$13,447.87**
April	$4,763.56	$2,116.95	$2,896.53	$2,500.75	$6,921.11	$4,000.00	**$23,198.90**
May	$250,380.58	$15,003.19	$35,478.40	$92.81	$11,088.45	$0.00	**$312,043.43**
June	$171,432.69	$9,897.43	$111,897.35	$416,347.97	$0.00	$42,817.11	**$752,392.55**
July	$145,402.81	$5,391.40	$59,536.71	$274.00	$11,644.08	$22,849.19	**$245,098.19**
Aug	$1,612,951.03	$17,383.06	$61,499.76	$29,488.90	$0.00	$0.00	**$1,721,322.75**
Sept	$86,136.19	$15,099.77	$49,753.72	$453.74	$0.00	$0.00	**$151,443.42**
Oct	$45,249.17	$18,955.01	$43,522.21	$380.00	$7,757.78	$6,000.00	**$121,864.17**
Nov	$1,874.49	$4,681.66	$9,437.59	$110.49	$0.00	$75,000.00	**$91,104.23**
Dec	$58,519.96	$18,617.39	$69,419.72	$263.90	$539.00	$13,632.26	**$160,992.23**
Total Yearly	**$2,450,133.46**	**$122,755.82**	**$505,792.91**	**$452,183.55**	**$38,016.42**	**$164,452.56**	**$3,733,334.72**

Sales Summary:

- Total 2024 Sales: $3,735,358.72
- Total 2025 Sales: $2,828,079.43
- Net Variance: $ -907,279

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 sq. 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)

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

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

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** *Disregarded Entity owned by an individual*
- ☐ **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**

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	
22nd District Agricultural Association		
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*
2260 Jimmy Durante Boulevard		858-755-1161

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Del Mar	CA	92014	accountspayable@sdfair.com

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

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 (Form1099).
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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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.

Solicitation Number_____

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 (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

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

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs 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 DVBE.

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

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

---

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

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

2. *(continued)* **Column Labels**

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

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

CA Certification (MB, SB, NVSA, DVBE 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, NVSA, and/or DVBE 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 DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

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

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

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

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 31st DAA and the Ventura 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 31st DAA and the Ventura 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 31st DAA property or Ventura 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 COMMERCIALLY 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)*

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

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.

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

OPTION #2 – EXEMPTION

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

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

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

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

31st District Agricultural Association - Ventura County Fairgrounds

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2-5
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	General Terms and Conditions	7-11
Attachments	Insurance Requirements, Copyright Infringement Indemnification, Workers Compensation Insurance Statement, CCC04, Std. 204 & Agreement Summary	12-23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

31st District Agricultural Association - Ventura County Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
10 West Harbor Boulevard	Ventura	CA	93001

PRINTED NAME OF PERSON SIGNING	TITLE
Heidi Ortiz	CEO
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Exhibit A

Scope of Work

GENERAL SCOPE OF SERVICES OVERVIEW

The Statement of Work describes the work to be performed by the bidder who is awarded the contract and the Terms and Conditions which shall be deemed to be incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to this RFP will also contain the Standard Contract Terms and Conditions and will be incorporated and made a part of the contract. All terms and conditions are fixed and non-negotiable.

The general scope of services required of the Bidder under terms of the five-year proposed Agreement includes, but is not necessarily limited to the following:

1. **Annual Ventura County Fair and/or Self-Produced Events**
   The annual Ventura County Fair is a twelve (12) day event where the attendance is approximately 265,000 people and daily sales can be found on attachment #1.

   (a) Bidder shall be responsible for operating all alcohol beverage service areas during Fair time and/or self-produced events, including but not limited to beer booths, beer carts, temporary bars, VIP service areas, and grandstand alcohol service locations.

   (b) A minimum number of alcohol service locations shall be established annually by Fairgrounds Management.

   (c) Bidder shall comply with all sponsorship beverage requirements designated by the Fairgrounds, including designated brands, products, cup sponsorships, and pour agreements.

   (d) Bidder shall provide sufficient staffing levels to ensure safe, efficient, and professional alcohol service operations at all times.

   (e) Fairgrounds Management reserves the right to require additional portable bars, carts, or temporary service locations during high-attendance events.

2. **Year-round Events (Non-Fairtime)**
   The Ventura County Fairgrounds rents the grounds out to a large number of non-fair events, most of which take place on the weekends. Attendance at these events will

vary based on the areas of the venue selected. The Bidder will provide for the sale of Food & alcoholic beverages to patrons attending.

3. **Public Events (Non-Fairtime)**
   The Bidder will have the exclusive food & alcoholic beverages concession sales at all public events, except those where a buyout is negotiated.

   (a) For these events, Bidder will have the exclusive right to food & alcoholic beverages concession sales from concession trailer(s) provided by the Bidder and from temporary bar service areas set up inside buildings and around the facilities.

   (b) If required to provide the service needed, and with the Fairgrounds Management approval, Bidder is permitted to hire subcontractors.

   (c) Fairgrounds reserves its rights to waive or negotiate specific terms with the Bidder for events that may require specific alcohol services or as needed to secure events in the best interest of the fairgrounds.

4. **Private Events**
   The Bidder will have the exclusive food & alcoholic beverage service at all private events. Bidder must work to offer competitive catering prices for private events. If the bidder cannot offer these services or otherwise meet specific client needs, they waive the right specifically to food services on private events.

5. **Promotional Sponsorships and Fair Entertainment Support**

   (a) Bidder shall actively pursue sponsorship and promotional partnerships that enhance the guest experience and increase revenue opportunities for the Ventura County Fairgrounds.

   (b) All sponsorships secured by Bidder must receive prior written approval from Fairgrounds Management.

   (c) Cash sponsorship revenue secured by Bidder shall be shared at a minimum rate of fifty percent (50%) to the Fairgrounds and fifty percent (50%) to the Bidder unless otherwise negotiated in writing.

   (d) The Fairgrounds shall retain exclusive ownership and control over all sponsorship categories, naming rights, beverage partnerships, and Fair-sponsored promotions.

6. **Operations Requirements**

(a) Bidder's On-site Manager must live in Ventura County, be a full-time employee of Bidder and is subject to approval by the Fairgrounds.

(b) Bidder will provide a Point of Sale system (POS) that will accept multiple types of credit card payments such as Visa, MasterCard, American Express, and Apple Pay, including a contactless feature. The POS will have real-time reporting, detail where sales are being made and associated revenues as well as be able to provide the Fairgrounds access to these reports daily, weekly, and monthly.

(c) All food vendors, subcontractors, and concessionaires must maintain valid annual Ventura County Health permits and comply with all Ventura County Environmental Health Department regulations and requirements. Permits and insurance must be on file with the fair office in order to operate.

(d) The Fairgrounds must approve all subcontractors, concessionaires, food vendors, alcohol operators, and any other third-party entities proposed to perform work under this RFP. Proposers shall provide a complete list of all subcontractors and vendors being considered for any portion of the services described herein as part of their proposal submission.

(e) Bidder must be able to provide ice to Fair and interim Fairgrounds concessionaires when needed and at a competitive price.

7. **Alcohol Operations Requirements**

(a) Bidder shall be responsible for operating all alcohol beverage service areas during Fair-time events, including but not limited to beer booths, beer carts, temporary bars, VIP service areas, and grandstand alcohol service locations.

(b) A minimum number of alcohol service locations shall be established annually by Fairgrounds Management.

(c) Bidder shall comply with all sponsorship beverage requirements designated by the Fairgrounds, including designated brands, products, cup sponsorships, and pour agreements.

(d) Bidder shall provide suffcient staffing levels to ensure safe, efficient, and professional alcohol service operations at all times.

(e) Fairgrounds Management reserves the right to require additional portable bars, carts, or temporary service locations during high-attendance events.

8. **Layout and Placement Authority**

   (a) The Ventura County Fairgrounds shall retain final authority and approval over all concession layouts, booth placements, alcohol service locations, signage locations, sponsorship displays, and operational footprints throughout the Fairgrounds.

   (b) Bidder may submit recommendations regarding operational layouts and placements; however, final approval shall rest solely with Fairgrounds Management.

   (c) The Fairgrounds reserves the right to relocate, modify, or adjust concession locations and operational layouts in the best interest of guest flow, safety, sponsorship obligations, operational efficiency, or Fairgrounds programming.

9. **Menu and Pricing Approval**
   (a) All menus, pricing structures, specialty items, alcohol pricing, and beverage offerings must receive prior written approval from Fairgrounds Management.

   (b) No changes to approved pricing or menu offerings may be made without written authorization from Fairgrounds Management.

MANNER OF PAYMENT, RECORD KEEPING, REPORTING AND RIGHT TO EXAMINE RECORDS

1. The Bidder shall maintain true and accurate records showing all business transactions. Such records need to be maintained in a manner acceptable to the Fairgrounds and will be subject to audit by the Fairgrounds at any time.
2. Bidder agrees that as a part of its record keeping activities it shall install and maintain such Point of Sale equipment as may be deemed necessary. The Fairgrounds may audit Point of Sale, concession operations and alcohol sales daily.
3. The Fairgrounds further reserves the right to examine all such books and records at any time during the one (1) year period following the termination of this agreement, including but not limited to, Federal and State income tax returns and State sales tax

return records. The Fairgrounds will pay weekly gross sales minus commissions to the master concessionaire.

4. Payment and Auditing process for the Ventura County Fair, Oktoberfest, and any other Fairgrounds Sponsored Events will be as follows:

   - **(a)** Percentage Paid: Agreed upon percentage of all food & alcoholic beverages sales will be paid.

Exhibit B

PAYMENT PROVISIONS

THE STATE AGREES TO:

Pay the contractor no less than 30 days upon receipt of invoice.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

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

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

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

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

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

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

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

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

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

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

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

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

    a. The following terms are in addition to the defined terms and shall apply to the Contract:

        1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

    b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    c. Notification shall be provided to the State designee identified in this Contract.

    d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

    e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

    f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

California Fair Services Authority

INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

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

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

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

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

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary or artistic work or other property protected by copyright will be performed reproduced or used in the performance of this contract unless contractor has previously thereto obtained written permission from the copyright holder. Contractor acknowledges that contractors act under this contract as an independent contractor charged with the responsibility at their sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works a contractor deems appropriate and that contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works. Contractor warrants that in the performance of this contract, contractors will not infringe any statutory, common law or other rights of any person by performing, reproducing or otherwise making use of any work or material.

Contractor will indemnify, save and hold harmless the State and its agencies, including contracting district agricultural association, and their directors, officers, agents, employees, volunteers, and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and performance, reproduction and use of musical, literary, and artistic works. Contractor/Artist authorizes the withholding of payment under this contract pending the final disposition of any claim which may result from the foregoing indemnification.

TALENT AGENCY LICENSE CERTIFICATION

"Contractor certifies compliance with applicable requirements in the talent agency sections of the Labor Code (§271 and §272 and §1700.5 et seq.)"

_____

Contractor

_____

Date signed

WORKERS COMPENSATION INSURANCE STATEMENT
VENTURA COUNTY FAIR

NAME OF CONTRACTOR: _____

PLEASE FILL OUT EITHER PART A OR PART B

PART A

_____ I DO HAVE WORKERS' COMPENSATION INSURANCE. If you have insurance, please sign below and return your contract along with a copy of your Certificate.

IT IS NOT NECESSARY TO COMPLETE PART B.

SIGNATURE OF CONTRACTOR: _____

DATE: _____

PART B

_____ I DO NOT HAVE WORKERS' COMPENSATION INSURANCE. If Contractor does not have proof of Workers' Compensation Insurance, please read, date and sign statement below:

I hereby certify that I am an Independent Contractor and have not paid or volunteer employees, therefore, Workers' Compensation Insurance, which is required for each contract for the Ventura County Fair, does not apply to me.

I am aware that this statement is for the internal use of the Ventura County Fair and their insurance carrier, and does not alter the Worker's Compensation Requirements in the Labor Code of the State of California defining "Employees."

DATE: _____ SIGNATURE: _____

PRINT NAME: _____

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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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.

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

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

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** *Disregarded Entity owned by an individual*
- ☐ **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**

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

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

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 (Form1099).
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.