

Solicitation RFP 09-06

Stages, Sound Equipment, Lighting
Equipment, Shade Truss Structures and
Instrument

State of California

Bid RFP 09-06
Stages, Sound Equipment, Lighting Equipment, Shade Truss
Structures and Instrument

Bid Number RFP 09-06
Bid Title Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instrument

Bid Start Date Jan 11, 2010 6:16:41 PM PST
Bid End Date Feb 3, 2010 5:00:00 PM PST
Question & Answer End Date Jan 22, 2010 5:00:00 PM PST

Bid Contact GREG WELLONG
858-755-1161 ext 2041
gwellong@sdfair.com

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The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Changes made on Jan 27, 2010 1:08:38 PM PST

New Documents Addendum 1 RFP09-06.pdf

Changes were made to the following items:

[Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instrument](#)

Description

The 22nd District Agricultural Association/State of California, in releasing this RFP intends to award a contract/s for Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instrument Rentals for the annual San Diego County Fair. The proposed contract is for a two (2) year period with the possibility of three (3) one (1) year options, upon approval by State Management. The estimated value of the awarded contract/s is approximately \$400,000.00 per annum.

Any questions or requests for clarifications should be sent via email to gwellong@sdfair.com. The District's response to any requests for clarification shall be in the form of an Addendum and released by January 27, 2010.

Added on Jan 27, 2010:

RFP #09-06 is hereby modified to include the attached information; all other terms and conditions remain unchanged. Please complete last page of Addendum 1 "Acknowledgement of Addenda Form" and include it with your Financial Proposal.

Changes made on Jan 27, 2010 1:08:38 PM PST



STATE OF CALIFORNIA / 22ND DISTRICT AGRICULTURAL ASSOCIATION (22nd DAA)

REQUEST FOR PROPOSALS (RFP)

RFP No.09-06

**Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and
Instrument Rentals**

Contact Person: Greg Wellong – State Contracts Specialist
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
T: (858) 755-1161 ext 2041
F: (858) 794-1043
E: gwellong@sdfair.com

This is the only authorized person designated by the State to receive communications concerning this RFP. **Please do not attempt to contact any other Staff or Board Member concerning this RFP.** Oral communication with State officers and employees concerning this RFP shall not be binding on the State and shall in no way excuse the Proposer of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

Date Issued: January 11, 2010

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SECTION 1.0**DEFINITIONS & TENTATIVE RFP SCHEDULE****1.1 DEFINITIONS**

RFP	Request for Proposals
Proposer/ Contractor	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposals.
State or 22nd DAA	Refers to the 22nd District Agricultural Association, which administers the Del Mar Fairgrounds/San Diego County Fair and is an agency of the Department of Food & Agriculture/ State of California, not a local agency of government.
F & E	Refers to the Division of Fairs and Expositions, which is a division of the Department of Food and Agriculture, an agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at: 1010 Hurley Way, Suite 200 Sacramento, CA 95825
DGS	Refers to the Department of General Services, State of California, located at: 707 Third Street 2nd Floor Sacramento, CA 95605 Attention: Legal Office
Committee	Evaluation and selection committee chosen by the State to review, evaluate and score proposals received.
Responsive	Only those Proposals that, are timely, meet the proper format required for submittal, provide the required information and are pursuant to the criteria outlined in the RFP will be considered "responsive".
Tier 1	<u>Technical Section</u> - The experience and qualifications, technical presentation, proposed personnel, and/or management and work plan portion of the proposal."
Tier 2	<u>Financial Section</u> - The cost/price portion of the proposal, as detailed in the "Financial Proposal" form.

1.2 TENATIVE RFP SCHEDULE	<u>DATE</u>	<u>TIME</u>
RFP Release date	1/11/10	
Requests for Additional Information are due	1/22/10	5:00pm
Response for Additional Information posted (Posted as an Addendum on this date)	1/27/10	5:00pm
Final Date for Proposal Submission at the State's Contracts Department located in the 22 ND DAA Administration Building.	2/3/10	5:00pm
<u>Tier 1</u> - Technical proposals reviewed and evaluated the week of: This includes but is not limited to the verification of Small Business Status.	2/8/10	
Interview(s), (If necessary) are anticipated the week of	2/15/10	
<u>Tier 2</u> - Anticipated date Financial Proposals will be opened, at the States administrative offices (Proposers may attend this portion of the review process)	2/19/10	10:00pm
Notice of Proposed Award	2/19/10	
Last Day to Protest the Award	3/2/10	5:00pm
Proposed Contract Award Submitted to the 22 nd DAA Board of Directors for Approval.	3/9/10	
Contract Submitted to Division of Fairs &Expositions for Approval. (If required)	3/15/10	
Proposed Contract Commences	5/1/10	

(All above dates and times are subject to change.)

SECTION 2.0

GENERAL INFORMATION **PROPOSAL INSTRUCTIONS AND PROVISIONS**

The 22nd District Agricultural Association (hereinafter also referred to as the State) is releasing this RFP with the intent to award a contract(s) to individual(s) or company(s) to provide rentals of Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instruments, during the San Diego County Fair in accordance with the specifications listed herein and as directed by State Management. The contract term shall be for two (2) years with three (3) one year options, at the sole discretion of State. Annual certification of satisfactory performance shall be required.

The estimated annual value of the awarded contract is approximately \$400,000 per annum for all groups. Multiple contracts may be awarded at lower values. The State does not guarantee this value. The actual value of this contract may be more or less and will be contingent upon available funds, the final outcome of this solicitation, and the States final requirements.

To streamline the solicitation process and promote competition, The State has combined its rentals of Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instruments into one RFP separated into seven (7) distinct groups (Groups A, B, C, D, E, F and G). **Group A - Grandstand Stage**, **Group B - Grandstand Stage Lighting**, **Group C - Ground Stages Lighting**, **Group D - Grandstand Stage Sound**, **Group E - Ground Stages Sound**, **Group F - Shade Structures** and **Group G - Instrument Rentals and Risers**. You may submit a proposal for one group, all the groups, or any combination thereof. For your Proposal to be considered responsive to a group, it must be all inclusive and meet all the requirements established in the Statement of Work for that specific group. If you leave out any item or take exception to any requirement in the group, the proposal for the entire group will be considered non-responsive. The State may award each group to a different successful proposer, or a combination of groups to multiple successful proposers or all groups to a single successful proposer. However, please remember that the State reserves the right to accept any proposal or any part or parts thereof, or to reject any and all proposals.

The State may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the State.

Any contract resulting from this RFP will be awarded to the responsive, responsible, qualified Proposer whose proposal, as determined by the State, best meets the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in (Section 3.0) and the Mandatory Format and Content Requirements (Section 6.0). The State uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include: experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the State.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

The Del Mar Fairgrounds is a 375 acre multi-use entertainment, exhibit and horse racing facility consisting of 200,000 square feet of trade show and meeting space, a 15,000-seat grandstand, a 3,500-9,000 seat multi-use covered arena, a 100,000 square foot satellite wagering facility, a 550-seat theater, a one-mile Polytrack/turf surface racetrack, 1,800 permanent stalls at Del Mar Horsepark, a 64-acre equestrian facility, and in addition a recreational facility, including a driving range, miniature golf course, tennis club, golf retail pro-shop and RV park.

The 22nd District Agricultural Association (State), an agency within the California State Department of Food & Agriculture, is the governing body that oversees the Del Mar Fairgrounds/Racetrack, as well as the Horsepark Equestrian facilities and the Surf & Turf tennis and golf facility. There are thirteen departments within the organization, consisting of administration, box office, concessions, equestrian, events, exhibits, finance, human resources, marketing, operations, satellite wagering, security, and telecommunications.

The State organizes and promotes four annual events:

The Del Mar National Horse Show - April & May
The San Diego County Fair - June & July
The Scream Zone (haunted house) - October
The Holiday of Lights (drive-through display) - November & December

The San Diego County Fair is the eighth-largest fair in North America, sixth-largest fair in the United States, the largest of all fairs within the state system, and the largest special event in San Diego County, attracting nearly 1.2 million visitors. In addition, the State hosts in excess of 300 events on a year-round basis. These events include consumer shows, holiday parties, meetings, weddings, seminars, concerts, dances, horse shows and various sporting events including motorcycle races. The Del Mar Thoroughbred Club, on behalf of the State, presents seven weeks of live thoroughbred horse racing at the world famous Del Mar Racetrack. Total attendance for all events is approximately 3,500,000 annually.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as the State shall not be responsible for errors and omissions on the part of the Proposer. Also, carefully review final submittal, as the Committee may not make interpretations or correct detected errors in calculations. The submission of a proposal shall be conclusive evidence that the Proposer has observed and carefully examined the RFP as to the nature, the quality, the scope of work to be performed and that it is capable of performing this type and quality of work to achieve the State's objectives, and the administrative compliance requirements in preparation of the proposal.

2.3 RESULTING CONTRACT

The resulting contract(s) between the State and the successful Proposer(s) shall incorporate the following documents and the execution of this Agreement will be required after an award is made:

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

- B. The Scope/Statement of Work and/or work requirements for each individual group set forth in RFP 09-06.
- C. Addenda to RFP 09-06.
- D. The State's response to written questions and clarifications to the RFP 09-06.

2.4 INTERVIEWS

During the evaluation period, the State may interview qualified Proposers. The State has tentatively identified the week of **February, 15, 2010**, to conduct interviews. All Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on these dates; its proposal may be eliminated from further evaluation or scored negatively. The interview may consist of a short presentation by the Proposer and or the evaluation committee will ask questions related to the firm's technical proposal and qualifications. The decision to conduct interviews or not is at the sole absolute discretion of the State.

2.5 REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the State, this RFP is complete and without need of explanation. However, if you have questions, or should need any clarifying information or additional information please submit in writing (including fax) and **preferably by email to gwellong@sdfair.com, no later than 5:00pm, January, 27, 2010**. The identity of the Proposer asking the question(s) will not be revealed. *If questions result in significant changes to the RFP, an addendum will be issued in response to such correspondence.*

2.6 CHANGES TO THE RFP (ADDENDA)

Prior to award of a contract(s), the General Provisions, Statement/Scope of Work, Addenda, all forms and documents of this RFP constitute the potential contract. Any requests to change these must be submitted according to the instructions "Written Request for Additional Information." All changes to this RFP will be made by written addendum. ***There will be no oral changes. Oral communications are not binding.***

The effect of all addenda to the contract(s) documents shall be considered in your proposal, and said addenda shall be made a part of the contract(s) documents, and shall be returned with your proposal and or acknowledged. Failure to recognize in your proposal any such addenda issued may render the proposal non-responsive and result in its rejection. Acknowledgment of all addenda must be noted on the Financial Proposal Form in the space provided. All changes to this solicitation will be made by written addendum.

The State reserves the right to change or cancel the RFP opening date for its own convenience.

2.7 CONTACT PERSON FOR INFORMATION AND DELIVERY OF PROPOSALS

Sealed proposals must be physically received prior to the due date and time, **February, 3, 2010, 5:00 pm** prevailing local time, by the State, at its administrative offices, located at, 2260 Jimmy Durante Boulevard Del Mar, CA 92014. Failure to meet these requirements will result in an unacceptable proposal. **Faxes and emails will not be accepted.** The Proposer is solely responsible for ensuring that the complete proposal is received by the State in accordance with the RFP requirements. The State shall not be responsible or extend the due

date or time for any delays in mail or by common carriers or by transmission errors or delays or any other misdelivery.

Proposals must meet the following format requirements to be deemed responsive and eligible for the State consideration: **(Must be completed for each Group you are submitting a proposal for)**

- One sealed package labeled with the Proposer's name, the RFP number and titled "Tier 1, *Technical Proposal*," containing one (1) original and three (3) copies of Proposer's technical submittal including but not limited to: their qualifications, references, required certificates and forms, and all other technical requirements stipulated in this RFP (for additional details, see Section 6.0).
- One sealed package labeled with the Proposer's name, the RFP number and titled "Tier 2, *Financial Proposal*," and containing one (1) original and three (3) of the Financial Proposal Form and any other financial or cost information stipulated in this RFP.
- Both sealed packages must be placed in a third package with the Proposer's name on the outside and addressed as follows:

**RFP #09-06 Stages, Sound Equipment, Lighting Equipment, Shade Truss
Structures and Instrument Rentals
Proposal for Group _____
Greg Wellong - State Contracts Specialist
22nd District Agricultural Association
Administration Building
2260 Jimmy Durante Boulevard
Del Mar, CA 92014-2216**

**P: (858)755-1161 ext 2041
F: (858)794-1043
E: gwellong@sdfair.com**

2.8 CONTRACT AWARD

Each Proposer's experience and qualifications, technical approach, quality of proposed personnel, and/or management plan will be evaluated and ***scored by the Committee utilizing the scoring process included in Section 5.0 for each specific group.*** Subsequently, the financial proposal from each "qualified", responsive proposal from each specific group will be opened, small business preference given where applicable to determine the lowest Financial Proposal.

If a contract is awarded, it shall be granted to the responsive, responsible, qualified Proposer with the **lowest financial proposal for that specific Group.** (See Section 5.0 for further details). Prior to the State awarding a contract, the State shall post a Notice of Proposed Award at the State's Contracts office for five (5) working days. In addition, a copy of the notice will be mailed to each Proposer.

A contract award is not final until:

- the time for posting notice of award has expired, and/or;
- protests filed, if any, have been withdrawn or rejected by the Department of General Services, and;

- the recommended award has been approved by the 22nd DAA Board of Directors.

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

The State may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the State.

2.9 SMALL BUSINESS PREFERENCE

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

To claim the small business preference, which may not exceed \$50,000 for any proposal; your company must have its principal place of business located in California and have a complete application, including proof of annual receipts, on file with the Office of Small Business & Disabled Veteran Business Enterprise Certification (OSDC). Questions regarding the preference approval process should be directed to the OSDC, 707 Third Street, 2nd Floor, West Sacramento, CA 95605, (916) 375-4940, website <http://www.pd.dgs.ca.gov> (select "Small/DVBE Outreach and Education" under "Select a Procurement Program"). **If you are claiming the 5% small business preference, a copy of your Small Business Certification Approval Letter must be submitted with the Technical Proposal.**

2.10 PROPOSER/CONTRACTOR STATUS FORM

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

2.11 INSURANCE

A *copy* of Proposer's current insurance certificate must be included with their proposal. The Proposer awarded the contract shall provide an original Certificate of Insurance including **\$1,000,000 in commercial general liability, and evidence of automobile liability coverage**, and, if Proposer has employees, **Workers' Compensation coverage**, in a form and manner acceptable to the State, prior to the time of entering into a contract to be let pursuant to this RFP.

The certificate must include the following, unless the Proposer is on CFSA's *Master Insurance List*:

- evidence of appropriate insurance coverage for the term of the contract;

- a 30-day cancellation notice;
- an endorsement stating this insurance is primary with the State (22nd District Agricultural Association), with name and address shown, listed as certificate holder; and;
- the additional insured endorsement and paragraph in exactly the following words:

"That the State of California, the 22nd District Agricultural Association, the California Department of Finance, the California Department of General Services, the California Department of Food and Agriculture, and their respective agents, directors, officers, servants, and employees, are made additional insured's, but only insofar as the operations under this contract are concerned."

- The Proposer awarded the contract must provide proof of Worker's Compensation Insurance.

A copy of Proposer's current insurance must be included with the proposal. *Non-compliance with this requirement will be cause for rejection of the proposal.*

2.12 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: 1) Preparing the proposal in response to this request; 2) Submission of said proposal to the State; 3) Negotiating any matter related to this proposal; and 4) Any other expenses incurred by Proposer prior to date of award.

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

2.13 SIGNATURE

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

2.14 PRE-AWARD AUDIT

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

2.15 SINGLE PROPOSAL RESPONSE

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

A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Financial Proposal to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer 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 and the results there from, shall not obligate the State to accept such a single proposal; and the State may reject such proposal in its sole and exclusive discretion.

2.16 JOINT OFFERS

Where two Proposers desire to submit a single proposal in response to this RFP, they must do so on a prime-subcontractor basis rather than as a joint venture. The State will contract with a single Contractor and not with multiple Contractors doing business as a joint venture for each Group or Groups.

2.17 LOSS LEADER

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

2.18 TAXES

Price proposals are subject to state and local sales taxes. However, the 22nd DAA is exempt from the payment of federal excise taxes.

2.19 NONASSIGNMENT

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

2.20 STANDARD CONTRACT TERMS AND CONDITIONS

In addition to the "Statement/Scope of Work" in Section 3.0, the following terms and conditions shall become part of the contract awarded to the successful Proposer. These terms and conditions are required by the State and are non-negotiable.

A. Approval

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the Department of Food & Agriculture, if required. Contractor may not commence performance until such approval has been obtained.

B. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the "State") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall

Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

C. 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. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

D. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

E. Appearance, Conduct, or Demeanor

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times.

Contractor understands and agrees that District management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by State management regarding these matters shall be final.

Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to Contractor or its employees.

F. Nonexclusively

Contractor understands and agrees that this is a nonexclusive Agreement. State may hire other contractors for work of a similar or identical nature.

G. Insurance Requirements

Delivery - Certificate(s) of Insurance for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement.

Certificates of insurance and additional insured endorsements are subject to the approval of the State, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

Primary Coverage - It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

General Liability Insurance: Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of **one million dollars (\$1,000,000)**

combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate: *"The State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their respective agents, directors, officers, servants, and employees are made additional insureds but only insofar as the operations under this Agreement are concerned."*

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability policy, and automobile liability policy.

Automobile Liability Insurance: Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of **one million dollars (\$1,000,000)**, with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year. If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to District; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)" shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor's Responsibility - In no event is State responsible for the payment of premiums or deductibles of any required coverage's. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the State from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor's indemnity obligations.

Certified Copies of Policies - Upon request by the State, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

H. Licenses And Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the State a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

I. Fire Regulations

Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.

J. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor and State Contract's Manager, or other normally responsible for the administration of this contract, shall be brought to the attention of the State's Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

In the event of such an informally unresolved dispute, Contractor shall file a "Notice of Dispute" with the 22nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of State's Chief Executive Officer shall be final.

K. Conflict in Terms & Conditions

Where the terms of this Agreement or State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

L. Termination

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

M. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

N. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

O. Ban

The mass release of helium balloons is strictly prohibited.

P. California Franchise Tax Board

Contractor may be subject to State withholding by the Franchise Tax Board.

SECTION 3.0

STATEMENT/SCOPE OF WORK TO BE PERFORMED

To streamline the solicitation process and promote competition, The 22nd DAA has combined its Stage, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instrument Rentals into one RFP separated into seven (7) distinct groups (Groups A, B, C, D, E, F and G). Group A - Grandstand Stage, Group B - Grandstand Stage Lighting, Group C - Ground Stages Lighting, Group D - Grandstand Stage Sound, Group E - Ground Stages Sound, Group F - Shade Structures and Group G - Instrument Rentals and Risers. **You may propose on one group, all the groups, or any combination thereof.** Your proposal will be considered responsive for the group or groups on which you propose. For your proposal to be considered responsive to a group, meet the minimum qualifications for the group, it **must be all inclusive** and meet all the requirements established in the statement of work for that specific group. If you leave out any item or take exception to any requirement in the group, the proposal for the entire group will be considered non-responsive. The 22nd DAA may award each group to a different successful Proposer, or a combination of groups to multiple successful Proposers or all groups to a single successful Proposer. However, please remember that the 22nd DAA reserves the right to accept any proposal or any part or parts thereof, or to reject any and all proposals.

The following work statements, technical specifications or equipment requirements describe thereafter are to be performed by the proposer(s) who are awarded the resulting contracts and the Standard Terms and Conditions shall be incorporated and will become a part of any contract/s awarded pursuant to this RFP. All terms are fixed and non-negotiable.

At the direction of State Management, the successful Contractor(s) shall provide Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instrument Rentals in accordance with the specifications for each group herein.

3.1 MINIMUM QUALIFICATIONS (Pass or Fail)

All Proposers must submit evidence of the following: **(For each Group you are submitting a proposal for)**

- A. At least five (5) years experience providing services as described in Statement/Scope of Work for the Group or Groups proposed at large fairs, music festivals, large band tours or similar venues. (P/F)
- B. A list of contracts, clients, and/or facilities served or held in the past five (5) years for the Group or Groups being proposed. (P/F)
- C. Include at least three (3) letters of reference written within the past year. (P/F)
- D. The ability to meet the insurance requirements described in the RFP. Proof of ability should be attached to your proposal. (P/F) License to conduct business in the State of California. (P/F)
- E. Any licenses required to perform the Statement/Scope of Work for the group or groups be proposed.

If items A through E have not been properly demonstrated the proposal for the group or groups will be considered nonresponsive and removed from further consideration.

3.2 GROUP – A GRANDSTAND STAGE, ROOF, & MOBILE STAGE

The State is seeking a qualified individual or company to provide a temporary structure and rigging known as the Grandstand Stage & Roof and a mobile stage for various ground stage performances at the annual San Diego County Fair and other interim events. Although the 2010 San Diego County Fair runs from June 11, 2010, through July 5, 2010, early installation of the Grandstand Stage and Roof shall be complete prior to May 16, 2010, and shall remain for the duration of the 2010 Fair. The Interim Events occurring on May 16th through May 30th, 2010, shall utilize the structure. Should the State exercise the renewal options, future dates for the San Diego County Fair and interim events shall be determined and Contractor shall receive adequate notification of the schedule. Contract price to be inclusive of all of the above equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc.

3.2.1 SPECIFICATIONS (GRANDSTAND STAGE, ROOF, & MOBILE STAGE)

The Contractor shall provide:

A. Mobile Stage – all labor requirements for set-up and strike

- 32' x 24' with a trim height of 17'
- Capable to supporting 12,000 lbs.
- stair units and guardrails
- Two (2) 12'x8' soundwings
- 100% blackout windwall or a 73% scrim for the rear of the stage
- two (2) fly bays located on sides

B. Rigging - all labor requirements for set up and strike.

C. Set-up and removal completed in a 24-hour period.

D. One (1) Weight Bearing Rain Roof System- 65' x 55' x 40'

- constructed of aluminum truss,
- connected by series of high strength bolts,
- Capable of supporting 50,000 lbs.
- roof skin to be included,
- minimum leg diameter 18" x 18",
- perimeter truss must be no less than 30" x 30"

E. Two (2) Weight Bearing Soundwings – 20' x 20' x 40'

- Capable of supporting 5,000 lbs. per side

F. Stage – 60' x 48' x 6'

- 60' x 40' rigged black back drop
- black 73% skirting with four (4) sides
- all railings included
- two (2) stage steps – 4' wide on east side of stage
- Height of stage must range from 4' to 7'.

- must be constructed of aluminum with a 1" thick all-weather panel and polypropylene finish

G. Soundwings – Two (2) – 20' x 16' x 6'

- 16' x 4' thrust for sound
- guardrail skirting three (3) sides of kick rail

H. Ramp – 24' x 16' from 4' to 6'

- guardrail and skirting on two (2) sides

I. Loading Dock – 32' x 32' x 4'

- One (1) stair unit
- Guardrail and skirting three (3) sides

J. Spot Decks – four (4) – 4' x 8' x 2'

3.2.2 ADDITIONAL REQUIREMENTS (GRANDSTAND STAGE, ROOF, & MOBILE STAGE)

- A. Contractor shall load-in, install, and rig based on set schedules established by the State's Events Department.
- B. State agrees to provide three (3) phase 30 amp 220 power from load-in to load-out and supply eight (8) 5,000 lb. rails for ground support.
- C. Contractor agrees to provide a roof technician to supervise set-up.
- D. Contractor agrees to immediately notify State Electrician of any hazardous electrical conditions.
- E. Contractor agrees that all equipment used shall be deemed safe and in good condition.
- F. Contractor shall be provided limited parking and admission credentials for their staff.
- G. Contractor's total cost for installation and use of stage, roof, and mobile stage unit shall include applicable taxes and any costs associated with labor, delivery, set up (rigging), tear down (strike), and removal of the equipment, in accordance with the Financial Proposal Form of this RFP.

3.3 GROUP – B GRANDSTAND STAGE LIGHTING

The State is seeking a qualified individual or company to professionally and efficiently provide the Grandstand Stage Lighting System for the annual San Diego County Fair administered and sponsored by the 22nd District Agricultural Association/Del Mar Fairgrounds. The successful Proposer will be required to provide a professional quality concert lighting system for the Grandstand (Main) Stage, and the personnel to operate and maintain the system. Lighting system must be able to support national, touring acts. This is to include conventional lighting, as well as, intelligent lighting for an audience of up to 16,000 patrons, in an outdoor grandstand area, approximately 175' deep by 400' wide by 180' high. Contractor shall also provide the staff and the personnel in order to operate and maintain the system. The Grandstand Stage includes past artists such as: Clint Black, David Cook, Switchfoot, Pat Benetar, Kelly Clarkson and Fergie. Therefore lighting quality and aesthetic value of equipment is vital to successful attendance. Contract price to be inclusive of all of the above equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc.

3.3.1 SPECIFICATIONS (GRANDSTAND STAGE LIGHTING)

A. RIGGING

- 1) The system must be flown from the stage roof, which is a structural, load bearing roof.
- 2) Lighting company will provide all rigging for their system. This will include, but not limited to, the following: rigging labor, at least six (6) one ton chain motors, motor cables, motor distribution and controller, all steel, shackles, spansets, rigging ropes and block and falls for cable picks (this can also be motors). Fall protection must be included with this system.

B. CONFIGURATION

- 1) Stage dimensions are 60' wide x 40' deep, with a trim height of 40' to the low steel.
- 2) Basic configuration of the system should be as follows: a four (4) sided box truss, 40' wide x 24' deep, plus an additional 40' wide cross-stage, upstage truss for rear lighting. System should also include additional side lighting suspended from the downstage truss (approx. 16 lamps per side).
- 3) All truss sections should be loaded to the maximum complement of instruments. System should include a minimum of 240 instruments, the large majority of which should be Par 64 fixtures (preferably brushed or polished aluminum) with 1 kW lamps. System shall also include a full complement of lekos, ray lights and ACL's, as well as a set of floor specials.
- 4) In addition to conventional lighting, the lighting company will provide eight (8) Vari-Lights or Mac Lights. These fixtures should include stock gobos. These will be placed in the lighting rig according to the preference of the lighting company. Other intelligent moving lights may be accepted, but a rotating gobo feature must be present.

C. CONTROLLER

- 1) Console: Flying Pig System HOG or Avolites Pearl
- 2) Control snake must be at least 300' and must have at least two (2) DMX lines with at least three (3) XLR or the equivalent thereof.

- 3) Multi-cable must be long enough to reach off stage where dimmers are placed, approximately 100'.
- 4) Console will be interchangeable within reason for touring LD at no cost to the District

D. DIMMING

- 1) Dimmers should be 96 channels x 2.4k and be of the highest quality and in excellent condition, and should be capable of handling, with flexibility, all possible requirements dictated by the system (Sensor or equivalent).
- 2) Patching facilities should be of the same high quality.

E. POWER DISTRIBUTION

- 1) 100 feet of main feeder cable (x 5 = 500') which meets all applicable CAL/OSHA requirements, as well as all applicable electrical codes is required.
- 2) All necessary hardware and cable (lugs and tails) for main electrical service tie-in is required.
- 3) Any and all necessary disconnects, distribution panels, etc. is required.

Note: Main service is 400 amp, 3 phase taken directly off buss bars.

F. SPOTLIGHTS

- 1) Four (4) Xenon Super Trouper spotlights (or equivalent), with AC cords and gel packs, are required. These spotlights will be placed on the sixth floor (top floor) of the Grandstand.

Note: Qualified spotlight operators will be supplied by the State. Do not include labor/personnel considerations.

G. INTERCOM

- 1) Ten (10) stations of Clear Com (i.e. 4 house spots, 2 truss spots, 1 house board, 1 dimmer rack, 1 stage manager) with all necessary cabling, belt packs and headsets are required.

H. MISCELLANEOUS LIGHTING

- 1) Two (2) nine lights, audience lights, are required.
- 2) Work lights for stage, four (4) scoop lights, are required.
- 3) Stair safety lights, four (4) Par 56's, are required.
- 4) Loading dock/ramp, four (4) Par 64's, are required.
- 5) Backstage compound, eighteen (22) Par 56's, are required.
- 6) Walkway area, four (4) Par 64's, are required
- 7) All necessary pin cable, Edison to pin adapters, large supply of extension cords, clamps, gels, etc. are required.

I. PERSONNEL

- 1) A minimum of two (2) qualified, competent technicians/operators must be provided to set-up, rig, focus, operate and strike the system.
- 2) Technicians must also be available at all times for technical, operational or supervisory assistance.

- 3) Technicians must be present for the initial lighting set-up, all twenty-two (22) days of the Fair and the final lighting strike.
- 4) Technicians must be present each day when the Artist arrives and will remain on-site through the strike of each day or nights concert. Average call is fourteen hours (14).
- 5) Technicians will be on call to operate either house board in cases where the Act does not bring its own lighting director.
- 6) Technicians will be required to assist in load-out and re-hanging of system whenever the visiting Artist's production services are used.
- 7) There are to be no more than two (2) different technicians throughout the run of the Fair.
- 8) Please include current work histories and/or resumes for the technicians intended to fill these positions.
- 9) Technicians are to be uniformed in appropriate, professional attire.
- 10) It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

NOTE: There is to be no additional charge to the State or the Act for any of the above services.

J. MAINTENANCE

- 1) The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager three (3) days prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair. The State will assist with load-in and load-out.
- 2) It is expected that contractor will provide all necessary gel color, frames, replacement lamps/bulbs, etc. to keep the system operating at maximum potential.
- 3) It is expected that contractor will provide prompt repair or replacement of any faulty equipment.

NOTE: Please include any technical data, brochures, reviews, specifications sheet, etc. Contract price proposal must be inclusive of all of the above equipment and services including, but not limited to, implied incidentals, such as cartage, fuel, any necessary permits/licenses, etc.

3.3.2 ADDITIONAL REQUIREMENTS (GRANDSTAND STAGE, ROOF, & MOBILE STAGE)

- A. Contractor agrees to immediately notify State Electrician of any hazardous electrical conditions.
- B. Contractor agrees that all work must be performed to meet safety regulations as established by National Electric Code and other enforcement agencies. All equipment used shall be deemed to be safe and in good repair.
- C. Contractor shall be provided limited parking and admission credentials.
- D. Contractor shall work with State Management to develop an identification badge for staff to be worn at all times while working for the State. During events, these identification badges shall be presented at entry points designated by State Management.
- E. Contractor agrees that no additional charges will be assessed against State for installation, maintenance, or tear-down.
- F. The total cost for installation and use of lighting equipment shall include applicable taxes and any costs associated with maintenance, delivery, set up, tear down, and removal of the equipment, as detailed in Contractor's Financial Proposal. All equipment shall be substantially of the same type, model and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified.

3.4 GROUP – C GROUND STAGE LIGHTING

The state is seeking a qualified individual or company to professionally and efficiently provide lighting systems for the grounds stages for the annual San Diego County Fair and provide all personnel to install, maintain, and strike the systems as necessary and at the direction of State Management. There will be at least seven (7) ground stages, Paddock Area and Specialized Exhibit Areas requiring lighting systems, as well as the Media Party scheduled each year. The minimum requirements for each lighting system are listed herein by stage name. The San Diego County Fair map is attached which can be used as a reference to locate the following stages. Contract price to be inclusive of all of the above equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc.

3.4.1 Paddock Stage: This is an outdoor venue covered by a 30' wide x 25' deep x 20' tall roof and shade cloth, the stage dimensions are 24' wide x 24' deep x 40" high

- Par 56 fixtures (24 each)
- Source 4 19 degree Lens (4each)
- 6 x 2.4k dimmer rack (1 each)
- Jans 12 x 2 channel console (1 each)
- All control cables
- All lighting cables (including feeder)
- All expendables needed

3.4.2 Rock On/Fun Zone Stage: This is an outdoor venue, located in the Fun Zone area of the Fair. The stage dimensions are 40' wide x 24' deep x 40" tall.

- 12" x 12" x 10' truss Sections (38 each)
- 12" x 12" corner cubes (8 each)
- 12" x 12" x 5' truss (12 each)
- 1 ton concrete ballast blocks (8 each)
- 45' x 35' shade cloth (2 each)
- Large turnbuckles and rigging (8 each)
- ETC source four 36 degrees (12 each)
- 6 lamp par bars (16 each)
- Single par 64 fixtures (12 each)
- 72 x 2.4k dimmer rack (1 each)
- 48/96 control console (1 each)
- All control cables
- All lighting cables (including feeder)
- All expendables needed

3.4.3 Flower Show Stage: This is an outdoor venue covered by a small gazebo, the stage dimensions are 8'wide x 8'deep x 24" high.

- ETC par 64 fixtures (8 each)
- 50lb floor bases (2 each)

- 12ft pipes (2each)
- 4ft pipes (2each)
- 50lb sandbags (4 each)
- All control cables
- All lighting cables (including feeder)
- All expendables needed

3.4.4 Infield Stage: This is an outdoor stage covered by a clear span tent. The stage dimensions are 32' wide x 16' deep x 24" high. This area includes a dance floor down stage of the main stage. There is a minimal amount of rigging available.

- 6 lamp par bars (6 each)
- 24 x 2.4k dimmer rack (1 each)
- 24 channel console (1 each)
- 12" x 12" x 10' truss (4 each)
- All control cables
- All lighting cables (including feeder)
- All rigging necessary

3.4.5 Plaza de Mexico Stage: This is an outdoor venue located in the Plaza de Mexico, the stage dimensions are 32' wide x 24' deep x 40" high.

- 12" x 12" x 10' truss Sections (14 each)
- 12" x 12" corner cubes (4 each)
- 12" x 12" x 5' truss (4 each)
- 1 ton concrete ballast blocks (2 each)
- 25' x 20' shade cloth/backdrop (1 each)
- Large turnbuckles and rigging (2 each)
- ETC source four 36 degrees (6 each)
- Par 56 fixtures (32 each)
- 50lb floor bases (2 each)
- 12' pipes (4 each)
- 50lb sandbags (2 each)
- 6 x 2.4k dimmer rack (1 each)
- 12 x 2 channel acclaim console (1 each)
- All control cables
- All lighting cables (including feeder)
- All expendables needed

3.4.6 San Diego Showcase Stage: This is an outdoor venue covered by 73% shade cloth. The stage dimensions are 28' wide x 20' deep x 24" high. There is also a dance floor located down stage of the main stage.

- 12" x 12" x 10' truss (23 each)
- 12" x 12" x 8' truss (4 each)

- 12" x 12" x 4' truss (4 each)
- Genie lifts ST25 (4 each)
- Corner Cubes (6 each)
- 6 lamp par bar (12 each)
- 48 x 2.4k dimmer rack (1 each)
- 48 channel control console (1each)
- All control cables
- All lighting cables (including feeder)
- All expendables needed

3.4.7 O'Brien Stage:

- 12" x 12" x 10' truss (8 each)
- 12" x 12" x 4' truss (4 each)
- 12" x 12" x 5' truss (4 each)
- Corner cubes (4 each)
- 1 ton concrete ballast blocks (2 each)
- 20' x 20' shade cloth/backdrop
- Par 56 fixtures (12 each)
- All lighting cables (including feeder)
- All expendables needed

3.4.8 The Paddock Area: This area is a meeting place. Lighting used in this area is for ambiance and aesthetics.

- 50lb floor bases (10 each)
- 12ft pipes (12 each)
- 15ft pipes (2 each)
- 18" scoops (8 each)
- ETC 36 degree (8 each)
- ETC 26 degree (12 each)
- 30lbs sandbags (20 each)
- All lighting cables necessary
- All expendables necessary
- Electrical distribution panels (4 each)

3.4.9 The Paddock Archway: This area is the entrance to the Paddock, it is utilized during the Fair and at the Media Party.

- 12" x 12" x 10' truss (5 each)
- 12" x 12" x 5' truss (2 each)
- Corner cubes (2 each)
- ETC 26 degree fixtures (4 each)
- ETC par fixtures (4 each)
- All necessary lighting cables

- Electrical distribution panel (1 each)
- All expendables necessary

3.4.10 Ground Archways: These are various archways located throughout the Fairgrounds. Two will be located at the Activity Center, one at the entrance to the Showcase stage, and two at the Pavilion in the Infield.

- 12" x 12" x 10' truss sections (15 each)
- Corner cubes (10 each)
- Ballast Blocks (10 each)
- 180lb floor bases (10 each)

3.4.11 The House Arches: These are two (2) arches, one (1) arch is located on the tarmac of the Grandstand, and the other is located in the Durante area. These arches are to attract patrons into the Fun Zone and the Durante area.

- 16ft $\frac{1}{4}$ circle tress (4 each)
- 20" x 20" x 4' truss (12 each)
- Corner cubes (4 each)
- 1 ton concrete ballast blocks (4 each)
- 4 lamp ACL par bars (12 each)
- Large Police beacons (12 each)
- Par 56 fixtures (8 each)
- All necessary cables
- All electrical distribution necessary
- All necessary expendables

3.4.12 Miscellaneous:

- A. Lighting contractor must provide all necessary gels, multi-cable, pin-cable, adapter, extension cords, safety cables and clamps.
- B. Lighting contractor must provide all ladders and lift equipment necessary
- C. Lighting contractor must provide all necessary power distribution.
- D. All lighting equipment and set-ups must be top quality and aesthetically attractive.

3.4.13 Personnel

- A. Contractor to provide competent technicians to set-up, rig, focus, maintain and strike the system.
- B. Technicians must also be available at all times for technical, operational or supervisory assistance.
- C. Technicians are to be dressed in appropriate, professional attire, and will conduct themselves in a thoroughly professional manner at all times.

3.4.14 Maintenance

- A. All systems shall be loaded in, set-up, and inspected to the mutual satisfaction of the Contractor and the State's Production Manager or Supervisor two (2) days prior to Opening Day of the Fair. The only exception to this would be the Paddock Area that is used for the State's Fair Media Party usually scheduled one week prior to Opening Day. The final strike date will be the night of the last day of the Fair continuing into the following day.
- B. Contractor shall provide all necessary equipment and labor to maintain and keep the system operating at maximum potential.
- C. Contractor shall provide prompt repair or replacement of any faulty or malfunctioning equipment

3.4.15 Agreements

- A. Contractor agrees to provide a written confirmation for approval by the State's Production Manager of all additionally requested services not to exceed \$5,000.00.
- B. Contractor agrees to immediately notify State Electrician of any hazardous electrical conditions.
- C. Contractor agrees that all work shall be performed to meet safety regulations as established by National Electric Code and other enforcement agencies. All equipment used shall be deemed safe and in good repair.
- D. Contractor shall be provided limited parking and admission credentials.
- E. Contractor shall work with State Management to develop an identification badge for staff to be worn at all times while working for the State. During events, these identifications badges shall be presented at entry points designated by State Management.
- F. The total cost for installation and use of lighting equipment shall include applicable taxes and any costs associated with maintenance, delivery, set up, tear down, and removal of the equipment as detailed in the contractors Financial Proposal. All equipment shall be substantially of the same type, model and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified.

3.5 GRANDSTAND STAGE SOUND (GROUP D)

Contractor shall professionally and efficiently provide the Grandstand Stage Sound System for the annual San Diego County Fair. Contractor will provide a professional quality concert sound system for an audience of up to 16,000 patrons, in an outdoor grandstand area, approximately 175' deep by 400' wide by 180' high. Contractor shall also provide the staff and the personnel in order to operate and maintain the system. These events attract approximately 1.2 million visitors. Therefore sound quality and aesthetic value of equipment is vital to successful attendance. System should be capable of mono and stereo configuration and should be able to produce 120 decibel sound pressure level at thirty meters with negligible distortion and with frequency response of 40 Hz. To 18 kHz (plus/minus 6 dB) measured at a distance of 20 meters at a height of two (2) meters. Front of house system must be a fully active, four (4) way or five (5) way system components of the system should be of the same high quality and should be well matched and integrated. Mains will be flown, unless otherwise directed by the State. Stage dimensions are approximately 60' wide by 40' deep by 6'-8' high with a trim height of 40' to the low steel. Sound wings are approximately 20' wide by 16' deep by 6'-8' high with a trim height of 40'.

3.5.1 Main Speaker System

A. 22-28 speaker enclosures (4 way, fully active) each containing:

- 2 - 15' transducers
- 1 to 2 - 12" transducers
- 1 to 2 - 2" compression drivers/horns
- 0 to 2 - 2" high frequency compression drivers

B. 8 – 12 subwoofer enclosure, each containing:

- 4 – 15" transducers, tuned and ported
- Or
- 2 – 18" transducers, tuned and ported

C. Or a comparable line-array system.

3.5.2 Rigging

A. The system must be flown from the stage roof, which is a structural, load bearing roof.

B. Sound company will provide all rigging for their system. This will include, but is not limited to, the following: rigging labor, at least six (6) one ton chain motors, motor cables, motor distribution and controller, all steel, shackles, spansets, rigging ropes and block and falls for cable picks (this can also be motors).

3.5.3 Main System Power: Total system power for front of house system, including subwoofers, should be approximately 50,000 watts at operating resistance.

3.5.4 Crossovers: All necessary active variable electronic or digital crossover networks for peak system performance are required.

3.5.5 House Console

- Yamaha PM 4000-48 (or equivalent) with:
 - Four (4) band sweep parametric equalization on each channel
 - Eight (8) effects/auxiliary sends with pre/post/off switching
 - Eight (8) programmable mutes on each channel
 - Eight (8) stereo sub-groups
 - Mix matrix
 - Insert points on each input

3.5.6 House Processing

- House Processing to include:
 - Two (2) console power supplies (one spare)
 - Two (2) 30 band graphic equalizers for mains
 - Two (2) compressor/limiters for mains
 - One (1) digital 4-way stereo dividing network
 - Sixteen (16) channels of DBX compressor/limiters
 - Twelve (12) channels of BSS noise gating

3.5.7 House Effects

- House effects to include:
 - Two (2) stereo digital reverb units (Yamaha Pro R-3 or equivalent)
 - Two (2) digital delay units (Roland SDE 3000 or equivalent)
 - One (1) digital multi-effects unit (Yamaha SPX 990 or equivalent)
 - One (1) harmonizer (Yamaha SPX 990 or equivalent)
 - One (1) aural exciter (Aphex)
 - One (1) cassette deck (studio quality)
 - One (1) compact disc player (studio quality)
 - One (1) digital audio tape player (studio quality)

3.5.8 Snakes and Splitters

- A. 300' main snake with sufficient pairs to utilize all available inputs, sends and returns are required.
- B. Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

3.5.9 Monitor Enclosures

- A. 16 – floor wedge enclosures (two-way, bi-amped) each containing either:
 - 2 – 12" transducers
 - 1 to 2 – 1" or 2" compression driver/horn
 - Or
 - 1 – 15" transducer
 - 1 to 2 – 1" or 2" compression driver/horn
- B. 2 – 4 side fill enclosures (stereo, 4-way, fully active) containing appropriate components
- C. 2 – drum fill enclosures (3-way, fully active) containing at least:

- 2 – 15” transducers and 1 to 2-2” compression driver/horn in each enclosure

3.5.10 Monitor Power

- Total power for monitor system should be approximately 12,000 watts, including side fill, drum fill and cue mix.

3.5.11 Monitor Console

- Yamaha Pm 4000M-52C (or equivalent) with:
 - Four (4) band sweep parametric equalization on each channel
 - Four (4) programmable mutes each channel
 - Insert points each channel
 - Capability to listen to all 16 mixes post equalizer and fader

3.5.12 Monitor Processing

- Monitor processing to include:
 - Three (3) console power supplies
 - Sixteen (16) 30 band graphic equalizers
 - Eight (8) channels of compressor/limiters
 - Four (4) channels of gating/expansion

3.5.13 Monitor Effects

- Monitor effects to include:
 - One (1) digital delay unit (Roland SDE 3000 or equivalent)
 - One (1) digital reverb unit (Yamaha Pro R3 or equivalent)

3.5.14 Monitor Crossovers: All necessary active variable electronic or digital crossover networks for peak operation of system.

3.5.15 Microphones, Direct Boxes, Stands, Etc.

A. A selection of approximately 50 assorted microphones is required. Suggest the following type and quantity (or equivalent):

- 12 - Shure SM-58
- 12 - Shure SM-57
- 6 - Shure Beta 58
- 6 - Shure Beta 57
- 6 - Shure SM-81
- 1 - Shure SM-91
- 2 - AKG 451
- 6 - Sennheiser 421
- 2 - Sennheiser 441
- 6 - Beyer M-88
- 1 - EV RE-27
- 6 - EV ND-408
- 12 - Whirlwind Director DI's

- B. Four (4) wireless microphone systems are required.
- C. One (1) system for acoustic piano is required.
- D. Sixteen (16) direct boxes are required.
- E. An assortment of approximately forty (40) microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons is required.

3.5.16 Communications: A three (3) position Clean Com System (i.e. house, monitors, stage manager) with all necessary cabling, belt packs and headsets, is required

3.5.17 Headphones: A minimum of two (2) high quality stereo headphones are required.

3.5.18 Power Distribution

- A. 100' of main feeder cable, which meets CAL/OSHA electrical codes, is necessary.
- B. All necessary panels for distribution of power to sound system and stage are required.
- C. All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage/band power requirements is required.

3.5.19 Personnel

- A. A minimum of two (2) qualified, competent technicians/operators must be provided to set-up, rig, operate and strike the system.
- B. Technicians must be available at all times for technical, operational or supervisory assistance.
- C. Technicians must be present for the initial sound set-up, all twenty-two (22) days of the Fair and the final sound strike.
- D. Technicians must be present each day when the Artist arrives and will remain on-site through the strike of each day or nights concert. Average call is fourteen (14) hours.
- E. Technicians will be on call to operate mix, monitors or both, should Artist not bring their own sound engineers.
- F. Technicians will be required to assist in load-out and re-hanging of system whenever the visiting Artist's production services are utilized.
- G. There are to be no more than two (2) different technicians throughout the run of the Fair.
- H. Please include current work histories and/or resumes for the technicians intended to fill these positions.
- I. Technicians are to be uniformed in appropriate, professional attire. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

3.5.20 Maintenance

- A. The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager two (2) days prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair. The State will assist with load-in and load-out.
- B. It is expected that contractor will provide all necessary equipment and labor to keep the system operating at maximum potential.
- C. It is expected that contractor will provide prompt repair or replacement of any faulty equipment.

3.6 GROUND STAGES SOUND: (GROUP E)

Contractor agrees to provide professional quality sound systems for the Grounds Stages during the 2009 annual San Diego County Fair for the State / 22nd District Agricultural Association / Del Mar Fairgrounds. Contractor shall professionally and efficiently provide the San Diego Showcase Stage Sound System, Fun Zone Stage Sound System, Plaza de Mexico Stage Sound System, Infield Stage Sound System, and 3 O'clock Fun Stage Sound System for the annual San Diego County Fair administered and sponsored by the 22nd DAA/Del Mar Fairgrounds. Contractor shall also provide the staff and the personnel in order to operate and maintain the system(s). The San Diego County Fair is the sixth-largest fair in North America, fifth-largest fair in the United States, and the largest of all fairs within the California state system, and the largest special event in San Diego County, attracting nearly 1.2 million visitors. Therefore sound quality and aesthetic value of equipment is vital to successful attendance. Contract price to be inclusive of all of the above equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc.

- 3.6.1 San Diego Showcase Stage:** Contractor will provide a professional quality sound system for an audience of up to 1500 patrons. The venue is an outdoor area that is approximately 200' x 200' x 20', covered with 73% netting. The stage size is 28' x 20' x 2'. The San Diego Stage Sound System must be capable of either mono or stereo configuration and should be able to produce a quality natural sound. Front of house system should be fully active, four (4) way or five (5) way system (including subwoofers) and must be loaded with first rate, professional quality components. All components of the system should be of the high quality and should be well matched and integrated. Mains will be stacked, and monitors can be operated from front of house position to optimize sound personnel.
- 3.6.2 Fun Zone Stage:** Contractor will provide a professional quality sound system for an audience of up to 3,000 patrons. The venue is an outdoor area that is approximately 200' x 100' x 20' covered by a clear span tent with 40' x 32' x 4' stage. The Fun Zone Stage Sound System should be capable of either mono or stereo configuration and should be able to produce a quality natural sound. Front of house system should be fully active, four (4) way or five (5) way system (including subwoofers) and must be loaded with first rate, professional quality components. All components of the system should be of the high quality and should be well matched and integrated. Mains will be stacked, and monitors can be operated from front of house position to optimize sound personnel.
- 3.6.3 Plaza de Mexico Stage:** Contractor will provide a professional quality sound system for an audience of up to 1000 patrons. The venue is an outdoor area approximately 200' x 100' with a 32'w x 24'd stage covered with a shade cloth. The Plaza de Mexico Stage Sound System should be capable of either mono or stereo configuration and should be able to produce a quality natural sound. Front of house system should be fully active, three-way (including subwoofers) and must be loaded with quality professional components. All components of the system should be the same professional quality and be well matched and integrated. Mains will be stacked and monitors can be operated from house position to optimize sound personnel.
- 3.6.4 Infield Stage:** Contractor will provide a professional quality sound system for an audience of up to 1,000 patrons. The venue is an outdoor area approximately 100'x 50'x 20', covered by a clear span tent, with a 32'x'16'x 4' stage. The Infield Stage Sound System must be capable of either mono or stereo configuration and should be able to produce a quality natural sound. Front of house system should be fully active, four (4) way or five (5) way system (including subwoofers) and must be loaded with first rate, professional quality components. All

components of the system should be of the high quality and should be well matched and integrated. Mains will be stacked, and monitors can be operated from front of house position to optimize sound personnel.

3.6.5 3 O'clock Fun Stage: located in the Infield section of the Fair, in a small area on the west side of the Infield Stage for an audience of approximately 100 people. A public address system is used for the announcer to give instructions and announce winners of children's games (ie. three-legged races).

3.6.6 Paddock Stage: This is an outdoor venue covered by a 30'wide x 25'deep x 20'tall roof and shade cloth. The stage Dimensions are 24'wide x 24'deep x 40" high. The Paddock Stage Sound System should be capable of either mono or stereo configuration and should be able to produce a quality natural sound. Front of house system should be fully active, four (4) way or five (5) way system (including subwoofers) and must be loaded with first rate, professional quality components. All components of the system should be of the high quality and should be well matched and integrated. Mains will be stacked; mains and monitors will be two systems.

3.6.7 SAN DIEGO SHOW CASE STAGE SPECIFICATIONS – SYSTEM REQUIREMENTS

A. MAIN SPEAKER SYSTEM

- 6 - 8 -speaker enclosures (4 way, fully active) each containing:
 - 4 - 15" transducers
 - 2 - 2" compression drivers/horns
 - 2 to 4 - 2" high frequency compression drivers
- or
- 4 to 6 - 12" transducers
- 2 - 2" compression drivers/horns
- 2 to 4 - 2" high frequency compression drivers.

B. 2 - 4 subwoofer enclosures each containing:

- 4 - 18" transducers tuned and ported.

C. MAIN SYSTEM POWER

- Total system power for front of house system, including subwoofers, should be approximately 15,000 watts at operating resistance.

D. CROSSOVERS

- All necessary active variable electronic or digital crossover networks for peak system performance are required.

E. HOUSE CONSOLE

- Yamaha GA24/12 (or equivalent)

F. HOUSE PROCESSING

- House processing to include:
 - two (2) console power supplies (one spare)

- two (2) 30 band graphic equalizer for mains (Yamaha Q2030 or equivalent)
- two (2) compressor/limiters for mains (DBX or equivalent).

G. HOUSE EFFECTS

- House effects to include:
 - one (1) stereo digital reverb unit (Yamaha Pro R-3 or equivalent)
 - one (1) digital delay unit (Roland SDE 3000 or better)
 - one (1) digital multi-effects unit (Yamaha SPX 990 or equivalent)
 - one (1) cassette deck (studio quality)
 - one (1) CD player (studio quality).

H. SNAKES AND SPLITTERS

- 150' main snake with sufficient pairs to utilize all available inputs, sends and returns is required.
- Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

I. MONITOR ENCLOSURES

- Monitors should be operated from Front of House position using the same console that drives the mains. Hence the reason for the Yamaha GA24/12.
 - 1) Six (6) floor wedge enclosures (two-way bi-amped) each containing either:
 - 2 - 12" transducers and 2 - 1" or 2" compression driver/horn
 - or
 - 2 - 15" transducers and 2 - 1" or 2" compression driver/horn.
 - 2) 2 side fill enclosures (stereo, 4-way, fully active) containing appropriate components.
 - 3) 1 drum fill enclosure (3-way , fully active) containing at least:
 - 2 - 15" transducers and 1 - 2" compression driver/horn.

J. MONITOR POWER

- Total power for monitor system should be approximately 5,000 watts including side fill, drum fill and cue mix.

K. MONITOR CONSOLE

- Yamaha GA24/12
 - this is also the FOH console.

L. MONITOR PROCESSING

- Monitor processing to include:
 - six (6) 30 band graphic equalizers
 - four (4) channels of compressor/limiters
 - two (2) channels of gating/expansion.

M. MONITOR EFFECTS

- Monitor effects to include:
 - one (1) digital delay unit (Roland SDE 3000 or equivalent)
 - one (1) digital reverb unit (Yamaha Pro R3 or equivalent).

N. MONITOR CROSSOVERS

- All necessary active variable electronic or digital crossover networks for peak operations of the system.

O. MICROPHONES, DIRECT BOXES, STANDS, ETC.

- Selection of assorted microphones is required. Suggest the following types (or equivalent):
 - 1) Shure SM-58
 - Shure SM-57
 - Shure Beta 58
 - Shure Beta 57
 - Shure SM-81
 - Shure SM-91
 - AKG 451
 - Sennheiser 421
 - Sennheiser 441
 - Whirlwind Director DI's.
 - 2) Two (2) wireless microphone systems are required.
 - 3) An assortment of microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons is required.

P. POWER DISTRIBUTION

- 1) 100' of main feeder cable which meets CAL/OSHA electrical codes is necessary.
- 2) All necessary panels for distribution of power to sound system and stage is required.
- 3) All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power requirements is required.

Q. PERSONNEL

- 1) One (1) qualified, competent technician/operator must be provided to set-up, operate and strike the system.
- 2) Technician must be available at all times for technical, operational or supervisory assistance.
- 3) Technician must be present for the initial sound set-up, all twenty-two (22) days of the fair and final sound strike. Average call is fourteen (14) hours.
- 4) Technicians must be present each day when the Artists arrive and will remain on-site through the strike of each day or night event.
- 5) Technicians will be on call to operate the system if necessary, should the Artist not bring their own sound engineer.
- 6) There are to be no more than two (2) different technicians throughout the run of the fair.
- 7) Please include current work histories and/or resumes for the technician(s) intended to fill this position.
- 8) Technicians are to be uniformed in appropriate, professional attire.
- 9) It is expected that personnel will conduct themselves in a thoroughly professional manner at all times. State Management shall have final authority regarding attire and conduct.

R. MAINTENANCE

- 1) The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager two (2) day prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair. The State will assist with load-in and load-out.
- 2) It is expected that the contractor will provide all necessary equipment and labor to keep the system operating maximum potential.
- 3) It is expected that the contractor will provide prompt repair or repair or replacement of any faulty equipment.

3.6.8 FUN ZONE STAGE SPECIFICATIONS – SYSTEM REQUIREMENTS

A. MAIN SPEAKER SYSTEM

- 1) 6 - 8 -speaker enclosures (4 way, fully active) each containing:
 - 4 - 15" transducers
 - 2 - 2" compression drivers/horns
 - 2 to 4 - 2" high frequency compression drivers
 - or
 - 4 to 6 - 12" transducers
 - 2 - 2" compression drivers/horns
 - 2 to 4 - 2" high frequency compression drivers.

2) 2 - 4 subwoofer enclosures each containing:

- 4 - 18" transducers, tuned and ported

B. MAIN SYSTEM POWER

- Total system power for front of house system, including subwoofers, should be approximately **15,000 watts** at operating resistance.

C. CROSSOVERS

- All necessary active variable electronic or digital crossover networks for peak system performance are required.

D. HOUSE CONSOLE

- Yamaha GA32/12 (or equivalent).

E. HOUSE PROCESSING

- House processing to include:
 - two (2) console power supplies (one spare)
 - two (2) 30 band graphic equalizer for mains (Yamaha Q2030 or equivalent)
 - two (2) compressor/limiters for mains (DBX or equivalent).

F. HOUSE EFFECTS

- House effects to include:
 - one (1) stereo digital reverb unit (Yamaha Pro R-3 or equivalent)
 - one (1) digital delay unit (Roland SDE 3000 or equivalent)
 - one (1) digital multi-effects unit (Yamaha SPX 990 or equivalent)
 - one (1) cassette deck (studio quality)
 - one (1) CD player (studio quality).

G. SNAKES AND SPLITTERS

- 1) 150' main snake with sufficient pairs to utilize all available inputs, sends and returns is required.
- 2) Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

H. MONITOR ENCLOSURES

- Monitors should be operated from Front of House position using the same console that drives the mains. Hence the reason for the Yamaha GA32/12.
- 1) Six (6) floor wedge enclosures (two-way, bi-amped) each containing either:
 - 2 - 12" transducers and 2 - 1" or 2" compression driver/horn

or

- 2 - 15" transducers and 2 - 1" or 2" compression driver/horn.

2) 2 side fill enclosures (stereo, 4-way, fully active) containing appropriate components.

3) 1 drum fill enclosure (3-way , fully active) containing at least:

- 2 - 15" transducers and 1 - 2" compression driver/horn.

I. MONITOR POWER: Total power for monitor system should be approximately 5,000 watts including side fill, drum fill and cue mix.

J. MONITOR CONSOLE

- Yamaha GA32/12
 - This is also the FOH console.

K. MONITOR PROCESSING

- Monitor processing to include:
 - six (6) 30 band graphic equalizers
 - four (4) channels of compressor/limiters
 - two (2) channels of gating/expansion.

L. MONITOR EFFECTS

- Monitor effects to include:
 - one (1) digital delay unit (Roland SDE 3000 or equivalent)
 - one (1) digital reverb unit (Yamaha Pro R3 or equivalent).

M. MONITOR CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak operations of the system.

N. MICROPHONES, DIRECT BOXES, STANDS, ETC.

1) A selection of assorted microphones is required. Suggest the following types (or equivalent):

- Shure SM-58
- Shure SM-57
- Shure Beta 58
- Shure Beta 57
- Shure SM-81
- Shure SM-91
- AKG 451
- Sennheiser 421
- Sennheiser 441
- Whirlwind Director DI's.

- 2) Two (2) wireless microphone systems are required.
- 3) An assortment of microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons is required.

O. POWER DISTRIBUTION

- 1) 100' of main feeder cable which meets CAL/OSHA electrical codes is necessary.
- 2) All necessary panels for distribution of power to sound system and stage is required.
- 3) All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power requirements is required.

P. PERSONNEL

- 1) One qualified, competent technician/operator must be provided to set-up, operate and strike the system.
- 2) Technician must be available at all times for technical, operational or supervisory assistance.
- 3) Technician must be present for the initial sound set-up, all twenty-two (22) days of the Fair and Final sound strike. Average call is fourteen (14) hours.
- 4) Technicians must be present each day when the Artists arrive and will remain on-site through the strike of each day or nights events.
- 5) Technicians will be on call to operate the system if necessary should the Artist not bring their own sound engineer.
- 6) There are to be no more than two (2) different technicians throughout the run of the Fair.
- 7) Please include current work histories and/or resumes for the technician(s) intended to fill this position.
- 8) Technicians are to be uniformed in appropriate, professional attire.
- 9) *It is expected that personnel will conduct themselves in a thoroughly professional manner at all times. State Management shall have final authority regarding attire and conduct.*

Q. MAINTENANCE

- The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager two (2) days prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair. The State will assist with load-in and load-out.
- It is expected that the contractor will provide all necessary equipment and labor to keep the system operating at maximum potential.
- It is expected that the contractor will provide prompt repair or repair or replacement of any faulty equipment.

3.6.9 PLAZA DE MEXICO STAGE SPECIFICATIONS – SYSTEM REQUIREMENTS

A. MAIN SPEAKER SYSTEM

- 1) 4-6 -speaker enclosures (3 way, fully active) each containing, but not limited to:

- 1-2 12" transducers
- 2" compression drivers/horns
- 1 -2 2" high frequency compression drivers

2) 2 - 4 subwoofer enclosures each containing:

- 1-2 18" transducers, tuned and ported

B. MAIN SYSTEM POWER: Total system power for front of house system, including subwoofers, should be approximately 2500 watts at operating resistance.

C. CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak system performance are required.

D. HOUSE CONSOLE: Mackie SR 24/4 or better

E. HOUSE PROCESSING

- Two (2) 30 band graphic equalizer for mains
- Two (2) compressor/limiters for mains

F. HOUSE EFFECTS

- One (1) digital multi-effects unit
- One (1) cassette deck (studio quality)
- One (1) CD player (studio quality).

G. SNAKES AND SPLITTERS

- 100' main snake with sufficient pairs to utilize all available inputs, sends and returns is required.
- Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

H. MONITOR ENCLOSURES

- Monitors should be operated from Front of House positions using the same console that drives the mains.

1) Four (4) floor wedge enclosures (two-way) each containing either:

- One (1) 12" transducers and 1" or 2" compression driver/horn
- or
- One (1) 15" transducers and 1" or 2" compression driver/horn

I. MONITOR POWER: Total power for monitor system should be approximately 1000 watts.

J. MONITOR CONSOLE: Mackie SR 24/4 (or better) - this is also the FOH console.

K. MONITOR PROCESSING

- Four (4) 30 band graphic equalizers
- Two (2) channels of compressor/limiters
- Two (2) channels of gating/expansion.

L. MONITOR EFFECTS

- One (1) digital multi-effects unit.

M. MONITOR CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak operations of the system.

N. MICROPHONES, DIRECT BOXES, STAND, ETC.

- 1) A selection of assorted microphones is required. State suggests the following type (or better):
 - Shure SM-58
 - Shure SM-57
 - Shure Beta 58
 - Shure Beta 57
 - Shure SM-81
 - Shure SM-91
 - AKG 451
 - Sennheiser 421
 - Sennheiser 441
 - Whirlwind Director DI's.
- 2) Two (2) wireless microphone systems are required.
- 3) An assortment of microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons is required.

O. POWER DISTRIBUTION

- 1) One hundred feet (100') of main feeder cable which meets NEC and CAL/OSHA electrical codes, are necessary.
- 2) All necessary panels for distribution of power to sound system and stage is required.
- 3) All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power requirements is required.

P. PERSONNEL

- 1) One (1) qualified, competent technician/operator must be provided to set-up and operate the system.
- 2) Technician must be available at all times for technical, operational or supervisory assistance.
- 3) Technician must be present for the initial sound set-up, all twenty-two (22) days of the fair and final sound strike.

- 4) Technicians must be present each day when the "Artists" arrive and will remain on-site through the strike of each day or nights concerts.
- 5) Technicians will be on call to operate the system if necessary should the "Artists" not bring their own sound engineers.
- 6) There are to be no more than two (2) different technicians throughout the run of the fair.
- 7) Please include current work histories and/or resumes for the technicians intended to fill this position.
- 8) Technicians are to be neat in appearance and uniformed in appropriate, professional attire.
- 9) It is expected that personnel will conduct themselves in a thoroughly professional manner at all times. State Management shall have final authority regarding attire and conduct.

Q. MAINTENANCE

- 1) The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager two (2) days prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair.
- 2) It is expected that the contractor will provide all necessary equipment and labor to keep the system operating at maximum potential.
- 3) It is expected that the contractor will provide prompt repair or replacement of any faulty equipment.

3.6.10 INFIELD STAGE SPECIFICATIONS - SYSTEM REQUIREMENTS

A. MAIN SPEAKER SYSTEM

- 1) 4 to 6 -speaker enclosures (3 way, fully active) each containing, but not limited to:
 - One - 12" transducers
 - One - 2" compression drivers/horns
 - One - 2" high frequency compression drivers
- 2) 2 to 4 - subwoofer enclosures each containing:
 - One - 18" transducer, tuned and ported

B. MAIN SYSTEM POWER: Total system power for front of house system, including subwoofers, should be approximately 4000 watts at operating resistance.

C. CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak system performance are required.

D. HOUSE CONSOLE: Mackie 24/4 (or better)

E. HOUSE PROCESSING

- 1) House processing to include:
- 2) two (2) 30 band graphic equalizer for mains (Yamaha Q2030 suggested)
- 3) two (2) compressor/limiters for mains (DBX suggested)

F. HOUSE EFFECTS

G. House effects to include:

- 1) one (1) digital multi-effects unit (Yamaha SPX 990 or better)
- 2) one (1) cassette deck (studio quality)
- 3) one (1) CD player (studio quality)

H. SNAKES AND SPLITTERS

- 1) 100' main snake with sufficient pairs to utilize all available inputs, sends and returns is required
- 2) Assorted stage sub-snakes - all appropriate splitters for stage/house/monitors are required.

I. MONITOR SYSTEM

- Monitors should be operated from Front of House position using the same console that drives the mains.

J. MONITOR ENCLOSURES

- 1) Four (4) floor wedge enclosures (two-way, bi-amped) each containing either:
 - 2) One - 12" transducers and one - 1" or 2" compression driver/horn
- or
- 1) One - 15" transducers and one - 1" or 2" compression driver/horn.
 - 2) 2 side fill enclosures (stereo, 3 -way, fully active) containing appropriate components.

K. MONITOR POWER: Total power for monitor system should be approximately 1500 watts including side fill, drum fill and cue mix.

L. MONITOR CONSOLE

- 1) Mackie 24/4:
- 2) This is also the FOH console.

M. MONITOR PROCESSING: Monitor processing to include:

- 1) four (4) 30 band graphic equalizers
- 2) two (2) channels of compressor/limiters
- 3) two (2) channels of gating/expansion

N. MONITOR EFFECTS: Monitor effects to include:

- one (1) digital multi-effects unit (Yamaha SPX 990 or better)

O. MONITOR CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak operations of the system.

P. MICROPHONES, DIRECT BOXES, STAND, ETC.

- A selection of assorted microphones is required. Suggest the following type (or better):
 - Shure SM-58
 - Shure SM-57
 - Shure Beta 58
 - Shure Beta 57
 - Shure SM-81
 - Shure SM-91
 - AKG 451
 - Sennheiser 421
 - Sennheiser 441
 - Whirlwind Director DI's
- 1) One (1) wireless microphone system is required.
- 2) An assortment of microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons are required.

Q. POWER DISTRIBUTION

- 1) 100' of main feeder cable which meets CAL/OSHA electrical codes is necessary
- 2) All necessary panels for distribution of power to sound system and stage is required
- 3) All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power needs is required.

R. PERSONNEL

- 1) Two qualified, competent technician/operators must be provided to set-up, operate and strike the system.
- 2) Technicians must be available at all times for technical, operational or supervisory assistance.
- 3) Technicians must be present for the initial sound set-up, all twenty-one (21) days of the fair and final sound strike.
- 4) Technicians must be present each day when Artists arrive and will remain on-site through the strike of each day or nights events. Average call is fourteen hours.
- 5) Technicians will be on call to operate the system, if necessary, should the Artist not bring their own sound engineer.
- 6) There are to be no more than three (3) different technicians throughout the run of the fair.
- 7) One technician must also manage the stage. Stage management to include, but not limited to, coordinating all acts with Special Events Coordinator, making sure acts follow time lines, stage announcing as directed by Event Manager and setting/striking stage for each act.

- 8) One technician must have working knowledge of and be able to operate State contracted programmable lighting system. Programmable lighting system to be Leprecon, or equivalent.
- 9) Contractor must include current work histories and/or resumes for the technician(s) intended to fill this position.
- 10) Technicians are to be uniformed in appropriate, professional attire. At the direction of the Events Manager, technicians may be supplied with specific sponsorship attire to be worn at all times while on grounds.
- 11) It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- 12) Contractor is not entitled to proceeds generated by State sponsored stage. State reserves the right to designate sponsorships on or around performance area.

R. MAINTENANCE

- 1) The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager two (2) days prior to opening day of the Fair. The final strike time will be the night of the last day of the Fair. The State will assist with load-in and load-out.
- 2) It is expected that the contractor will provide all necessary equipment and labor to keep the system operating at maximum potential.
- 3) It is expected that the contractor will provide prompt repair or repair or replacement of any faulty equipment.

3.6.11 3 O'CLOCK FUN STAGE SPECIFICATIONS – SYSTEM REQUIREMENTS

- 1) 2- Mackie SR-450 or comparable on stands.
- 2) 1-wireless microphone
- 3) 1-microphone as a back-up
- 4) 1-CD/Tape Combo

3.6.12 PADDOCK STAGE SPECIFICATIONS – SYSTEM REQUIREMENTS

A. MAIN SPEAKER SYSTEM

- 1) 6 - 8 -speaker enclosures (4 way, fully active) each containing:
 - 4 - 15" transducers
 - 2 - 2" compression drivers/horns
 - 2 to 4 - 2" high frequency compression drivers
 - or
 - 4 to 6 - 12" transducers
 - 2 - 2" compression drivers/horns
 - 2 to 4 - 2" high frequency compression drivers.
- 2) 2 - 4 subwoofer enclosures each containing:
 - 4 - 18" transducers, tuned and ported

B. MAIN SYSTEM POWER: Total system power for front of house system, including subwoofers, should be approximately **15,000 watts** at operating resistance.

C. CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak system performance are required.

D. HOUSE CONSOLE

- Yamaha GA32/12 (or equivalent).

E. HOUSE PROCESSING

- House processing to include:
 - two (2) console power supplies (one spare)
 - two (2) 30 band graphic equalizer for mains (Yamaha Q2030 or equivalent)
 - two (2) compressor/limiters for mains (DBX or equivalent).

F. HOUSE EFFECTS

- House effects to include:
 - one (1) stereo digital reverb unit (Yamaha Pro R-3 or equivalent)
 - one (1) digital delay unit (Roland SDE 3000 or equivalent)
 - one (1) digital multi-effects unit (Yamaha SPX 990 or equivalent)
 - one (1) cassette deck (studio quality)
 - one (1) CD player (studio quality).

G. SNAKES AND SPLITTERS

- 1) 150' main snake with sufficient pairs to utilize all available inputs, sends and returns is required.
- 2) Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

H. MONITOR ENCLOSURES

- Monitors will be their own system.
 - Yamaha PM4000 or equivalent.
- 1) Six (6) floor wedge enclosures (two-way, bi-amped) each containing either:
 - 2 - 12" transducers and 2 - 1" or 2" compression driver/horn
 - or
 - 2 - 15" transducers and 2 - 1" or 2" compression driver/horn.
 - 2) 2 side fill enclosures (stereo, 4-way, fully active) containing appropriate components.
 - 3) 1 drum fill enclosure (3-way , fully active) containing at least:
 - 2 - 15" transducers and 1 - 2" compression driver/horn.

- I. MONITOR POWER: Total power for monitor system should be approximately 5,000 watts including side fill, drum fill and cue mix.
- J. MONITOR CONSOLE
- Yamaha PM4000
- K. MONITOR PROCESSING
- Monitor processing to include:
 - six (6) 30 band graphic equalizers
 - four (4) channels of compressor/limiters
 - two (2) channels of gating/expansion.
- L. MONITOR EFFECTS
- Monitor effects to include:
 - one (1) digital delay unit (Roland SDE 3000 or equivalent)
 - one (1) digital reverb unit (Yamaha Pro R3 or equivalent).
- M. MONITOR CROSSOVERS: All necessary active variable electronic or digital crossover networks for peak operations of the system.
- N. MICROPHONES, DIRECT BOXES, STANDS, ETC.
- 1) A selection of assorted microphones is required. Suggest the following types (or equivalent):
 - Shure SM-58
 - Shure SM-57
 - Shure Beta 58
 - Shure Beta 57
 - Shure SM-81
 - Shure SM-91
 - AKG 451
 - Sennheiser 421
 - Sennheiser 441
 - Whirlwind Director DI's.
 - 2) Two (2) wireless microphone systems are required.
 - 3) An assortment of microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons is required.
- O. POWER DISTRIBUTION
- 1) 100' of main feeder cable which meets CAL/OSHA electrical codes is necessary.
 - 2) All necessary panels for distribution of power to sound system and stage are required.

- 3) All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power requirements is required.

P. PERSONNEL

- 1) One qualified, competent technician/operator must be provided to set-up, operate and strike the system.
- 2) Technician must be available at all times for technical, operational or supervisory assistance.
- 3) Technician must be present for the initial sound set-up, all twenty-two (22) days of the Fair and Final sound strike. Average call is 14 hours.
- 4) Technicians must be present each day when the Artists arrive and will remain on-site through the strike of each day or nights events.
- 5) Technicians will be on call to operate the system if necessary should the Artist not bring their own sound engineer.
- 6) There are to be no more than two (2) different technicians throughout the run of the Fair.
- 7) Please include current work histories and/or resumes for the technician(s) intended to fill this position.
- 8) Technicians are to be uniformed in appropriate, professional attire.
- 9) *It is expected that personnel will conduct themselves in a thoroughly professional manner at all times. State Management shall have final authority regarding attire and conduct.*

Q. MAINTENANCE

- 1) The system should be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager two (2) days prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair. The State will assist with load-in and load-out.
- 2) It is expected that the contractor will provide all necessary equipment and labor to keep the system operating at maximum potential.
- 3) It is expected that the contractor will provide prompt repair or repair or replacement of any faulty equipment.

- R. SYSTEM: Monitors should be operated from Front of House position using the same console that drives the mains.

3.7 SHADE STRUCTURES: (GROUP F)

The contractor awarded this contract will be responsible for set- up and take-down of all structures encompassed within specifications. All structures shall be 15" high. Listed materials have been used for past Shade Structures actual materials may vary. Contract price to be inclusive of all of the above equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc. Contract price is to include but not limited to all labor, tools, supplies and materials for safe and secure Shade Structures.

- A. 30 x 30 Shade Structure(3 total)
 - 1) 12" x 12" x 5' natural truss box (12 each)
 - 2) 12" x 12" x 10' natural truss box (48 each)
 - 3) 12" x 12" 6-way natural (12 each)
 - 4) 30 x 30 Sun Shade Cloth 72% shade white(3 each)
 - 5) 50 Gallon Blue Water Barrels with cover (12 each)
- B. 80 x 100 Shade Structure (1 each)
 - 1) 12" x 12" x 5' natural truss box (48 each)
 - 2) 12" x 12" x 10' natural truss box (96 each)
 - 3) 12" x 12" 6-way natural (24 each)
 - 4) Sun Shade Cloth 72% shade white (to cover structure)
 - 5) 50 Gallon Blue Water Barrels with cover (11 each)
- C. 20 x 20 Shade Structure (3 each)
 - 1) 12" x 12" x 5' natural truss box (12 each)
 - 2) 12" x 12" x 10' natural truss box (36 each)
 - 3) 12" x 12" 6-way natural (12 each)
 - 4) 20 x 20 Sun Shade Cloth 72% shade white (3 each)
 - 5) 50 Gallon Blue Water Barrels with cover (8 each)
 - 6) Line Sash #8 white 100' (5 each)
- D. 7800sqft Shade Structure (1 each)
 - 1) 12" x 12" x 2' natural truss box (12 each)
 - 2) 12" x 12" x 3' natural truss box (12 each)
 - 3) 12" x 12" x 5' natural truss box (12 each)
 - 4) 12" x 12" x 10' natural truss box (60 each)
 - 5) 12" x 12" 6-way natural (16 each)
 - 6) 12" x 12" 6-way natural (2 each)
 - 7) Hinge 12" x 12" book horizontal Plates (4 each)
 - 8) 12" plate hinge horizontal (3 each)
 - 9) 12" truss grapple (16 each)
 - 10) Truss grapple spacer (32each)
 - 11) Sun Shade Cloth 72% shade white (to cover structure)
 - 12) 50 Gallon Blue Water Barrels with cover (12 each)
 - 13) Line Sash #8 white 100' (5 each)

3.8 INSTRUMENT RENTALS AND RISERS (GROUP G)

The contractor awarded this contract shall be required to provide the following equipment outlined below but not limited to audio equipment, drum risers and instrument rentals as directed by State Management.

A. Equipment

- Fender Bassman
- Fender Twin (reissue)
- Fender Twin (vintage)
- Marshall 100-watt w/4 x 12 speaker cabinet
- Marshall 50-watt w/4x 12 speaker cabinet
- Mesa Bogie w/2 x 12 or 4 x 12 speaker cabinet
- Mesa Boogie Mark IV
- Peavey Nashville 400
- Roland JC-120
- Trace Elliot
- The "Twin"

B. Bass Amplifiers

- Ampeg SVT (brain) w/8 x 12 speaker cabinet
- GK RB-800 (brain)
- Goliath 4 x 10 bass speaker cabinet
- Hartke 1 x 15 bass speaker cabinet
- Hartke 4 x 10 bass speaker cabinet
- Peavey Bass Rig
- SWR 400
- SWR 900
- Trace Elliot

C. Keyboards

- 1-tier keyboard stand
- 12-channel Mackie mixer
- 2-tier keyboard stand
- 24-channel Mackie Mixer
- 3-tier keyboard stand
- 8-channel Mackie mixer
- Fender Rhodes
- Hammond B-3 w/Leslie
- Hammond XB-2
- Korg 01WFD
- Korg M1
- Korg SGID

- Kurzweil K-2000
- Kurzweil PC 88
- Kurzweil K-2500
- Roland D-50
- Roland D-70
- Roland JD-800
- Roland Juno 2
- Roland JV-90
- Roland RD-300
- Roland RD-500
- Roland S-550 (rack mount)
- Roland U 220 Module

D. Drum Risers

- Manufacture by All Access or comparable manufacture
- Heights of 6", 1', and 2'
- Dimensions of 4' x 8'
- Configured w/ or w/o wheels
- **Must be able to roll and lock**

E. Drums: All kits are 6-piece, including all hardware, cymbals, thrones, pedals and hi-hats (all heavy-duty hardware)

- DW drum kit
- LP Congas w/stand
- LP or Toca Bongos w/stand
- Pearl drum kit
- Tama drum kit
- Toca Congas w/stand
- Yamaha drum kit

SECTION 4.0

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

4.1 ERRORS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify the State of such error in writing, addressed to the contact person listed on the cover page, and request modification or clarification of this document. Modifications and clarifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 4.2, below.

4.2 ADDENDA

If necessary, the State will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for proposal purposes. *All Proposers 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 the RFP.*

4.3 DEFINITIONS

The use of “shall,” “must” or “will” indicates a *mandatory* requirement or condition in this RFP. Failure to comply with such mandatory requirements or conditions will result in the disqualification of a proposal.

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

4.4 GROUNDS FOR REJECTION OF PROPOSAL

A proposal ***shall*** be rejected if-

- It is received at any time after the exact time and date set for receipt of proposals, as stated in Part I, paragraph B. The Proposer is solely responsible for ensuring that the full proposal package is received by the State in accordance with the solicitation requirements, prior to the date, time, and place specified. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
- The Proposer has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.
- Submitted Proposal is identified as Confidential or Proprietary.

A proposal ***may*** be rejected if-

- It is not prepared in accordance with the required format, or all information is not included as required by this RFP.
- It is conditional or has deviations that take material exception to the RFP requirements or, if in the States opinion it fails to consider or address major RFP requirements or sections of the statement work to the degree that it becomes non-compliant.

- It contains false or misleading statements or references which do not support attributes or conditions contended by the Proposer. (The proposal **shall** be rejected if, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal and the attribute, condition, or capability of meeting the requirements of this RFP.)
- It is unsigned.

4.5 STATES RIGHT TO REJECT ANY OR ALL PROPOSALS

It is the policy of the State not to solicit proposals unless there is a bona fide intention to award a contract. However, the State reserves the right to reject any or all of the proposals in part or whole; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP at any time during the process.

4.6 PROTESTS

A Proposer may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), at 707 Third Street, 2nd Floor, Sacramento, CA 95605; Attention: Legal Office and with the State's Contracts Manager. The protest **must be received no later than 5:00 p.m.** on the fifth working day after notice of proposed award was posted in a public place at the State's Administration Office.

IN ADDITION, within five (5) working days after filing the protest, the protesting Proposer shall file with the State's Contracts Manager and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

All costs, including legal and attorney's fees accrued by the Legal Office of DGS for hearing any protests, are charged to the state agency awarding the contract (22nd DAA).

PLEASE NOTE: *Failure to file notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) working 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.*

4.7 DISPOSITION OF PROPOSALS

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

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award, or cancellation of the RFP. If an individual or entity requests copies of these documents, the State will assess a fee to cover duplicating costs. Documents may be returned only at the State's option and at the Proposer's expense. One original and three (3) copies of each Proposer's proposal shall be retained for official State files.

4.8 CONFIDENTIALITY OF PROPOSALS

The State 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. However, if a Proposer maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the

claim of confidentiality. ***Proposers may not identify the entire proposal as confidential or proprietary this will be deemed a Non-Responsive Proposal.***

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

4.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by the State before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals in Section 1.2 and any prior proposals must be formally withdrawn.

A Proposer cannot modify a proposal after the due date and time for receipt of proposals but they may request in writing that the State withdraw their proposal from further contention. In addition, a proposal cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for sixty (60) days," is considered conditional and non-responsive to the RFP.

SECTION 5.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the State's needs as described in this RFP. This section describes the process the State's Evaluation Committee (Committee) will follow when evaluating and scoring proposals and awarding the contract(s), if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview Proposers for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals, but may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

Each proposal will be evaluated for the group or groups proposed. For your proposal to be considered responsive to a group it must meet the minimum qualifications for that group, it **must be all inclusive** and meet all the requirements established in the statement of work for that specific group. If you leave out any item or take exception to any requirement in the group, the proposal for the entire group will be considered non-responsive. The committee will evaluate each group separately and may award each group to a different successful Proposer, or a combination of groups to multiple successful Proposers or all groups to a single successful Proposer.

5.1 EVALUATION AND SELECTION PROCESS (A-*F is not for public review.)

A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:

- the submittal was received by the deadline time and date;
- the RFP's physical format requirements were met; and
- the required forms and documents are present in the submittal.

B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be submitted to the Committee for evaluation, the Committee will:

- review the Proposer's qualifications and experience for each group proposed on to determine if the minimum qualification requirements have been met for each group or groups being proposed. A proposer may meet the minimum qualifications of one group and found under qualified for another group;
- confirm that the information is presented in the format required by the RFP, and;
- confirm that all required documentation is included and correctly executed.

Proposals that do not demonstrate the minimum qualifications for each group proposed, or the information in the format required, or provide the required documentation for a specific group or groups shall be rejected as non-responsive.

C. The State reserves the right to verify any references and experience disclosed in the proposal or to ascertain the accuracy of information presented for each group proposed. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.

D. The Committee will evaluate each proposal that is deemed responsive to a group and assign points for Proposer's experience and qualifications, staffing and management,

letters of recommendation and technical approach. This is conducted by the Committee without influence of price.

- E. The Committee may request interview(s) of Proposer(s) for clarification of proposal(s). Following any interview(s), the proposal(s) may be re-scored.
- F. In order to obtain the average technical score for each group proposed on by the Proposer, the total points of each reviewer will be added up for the group and the result divided by the number of people on the Committee. *Proposers must receive a minimum score of 80 % or 80 points out of 100 on a group's, "Tier 1 - Technical Proposal," in order to be considered "qualified" for the group and the Proposer's "Financial Proposal," for the group to be opened, reviewed and evaluated.*
- G. The "Financial Proposal" of all qualified Proposers will be opened. Certified small business Proposers, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%) on their financial proposal not exceed \$50,000 for any proposal. **Proposers may attend this portion of the review process.**
- H. Selection of the award is based on the **lowest financial proposal** of the responsive, responsible, and qualified proposals for each group. Please refer to the Financial Proposal Form for additional information. In the event of a tie, the Contract shall be awarded to the Proposer with the higher score on the group's Tier 1 - Technical Proposal. In the event that there is a tie on group's Tier 1 - Technical Proposal, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representative of the proposers.
- I. All Proposers will be notified of the results. Notice of the proposed award will be posted for five (5) working days at the State's Contracts Department. During that period of time, a protest may be filed.

5.2 SCORING PROCESS – POINTS POSSIBLE AND RATING STANDARDS

Proposers must receive a minimum score of 80 % or 80 points out of 100 on each group's "Tier 1 - Technical Proposal," in order to be considered "qualified" for the specific group and the Proposer's "Tier 2 - Financial Proposal," for the group to be opened and reviewed. If a group's Tier 1 Proposal does not receive the minimum score, as stated above, that group's Tier 1 Proposal will not be deemed unqualified and the Proposer's financial proposal for that group will not be opened. Proposers must provide all information requested herein in order for their Tier 1 – Technical Proposal for each group to be scored.

5.3 TIER 1 - TECHNICAL PROPOSAL COMPOSITION AND EVALUATION CRITERIA TO BE SCORED (This must be completed for each Group you are submitting a proposal for)

5.3.1 Minimum Qualifications – See Section 3.1 for details (Pass or Fail)

5.3.2 Proposers Relative Experience, Qualifications and Ability to Perform the State's Requirements (100 points possible)

A. Proposer's Relative Experience and Qualifications for the Group - (40 points)

Relevant Experience and Qualifications - performing work of a similar nature, size, and scope. Description of three (3) projects completed over the last five (5) years, which are

similar to projects of this magnitude and scope. Evidence that the proposing entity or individual has completed, or demonstrated the experience, competency, capability, and capacity to complete projects, of similar size, scope, or complexity.

Proposer must include: Composition

- The name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work, and;
- notable outcomes.

B. Staffing and Management as it Applies to the Group- (10 points)

Overall quality of personnel, staff, consultants and or subcontractors assigned to this project. Evidence that key personnel have sufficient experience and training to competently manage and complete the project. Evidence that Proposer allocates sufficient and appropriate staff resources in a cost effective manner. Include a firm organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to State service requirements on the project. Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of the State.

Statement or Resume(s) listing experience should include:

- Provide education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff.
- A brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- A brief description of relevant services provided to State or other governmental agencies.
- A brief description of relevant services provided to other clients, evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

C. Letters of Recommendation for the Group - (10 points)

Three (3) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed, and;
- printed on corporate letterhead or result in deduction of points.

D. Technical Presentation, Approach, and Work Plan/Narrative for the Group– (40 points)

Narrative presentation for the project; project management; equipment or resources; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services proposed; methods or processes used for data retention and

confidentiality; evidence of insurability;. The narrative should indicate that the Proposer understands the problems and needs of the State.

Narrative should discuss:

- proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints
- proposed organization of work & method is sound and reasonable
- projected timeline meets or exceeds expectations
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services.
- Proposers should discuss the process used to establish and maintain the State's data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.

5.4 TIER 1 TECHNICAL EVALUATION RATING STANDARDS

Based upon the information provided by the Proposer in their "Technical Proposal," for each group the state's Evaluation committee will rate each group proposal using the standards described in the following table. These standards and their associated percentage ratings will then be translated into the groups' point score as describe above for the particular component of the group being evaluated.

RATING STANDARDS

Percentage	Description
Non-Compliant 0%	Fails to address the component or the Proposer does not describe any experience related to the component
Poor 1% - 30%	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 Proposer's response or proposed solution.
Fair 31% - 70%	The response addresses the section adequately, but minor considerations may not be addressed. Acceptable degree of confidence in the Proposer's response or proposed solution.
Good 71% - 80%	The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer's response or proposed solution.
Excellent 81% - 90%	All considerations of the section are addressed with a high degree of confidence in the Proposer's response or proposed solution.
Outstanding 91% - 100%	All considerations of the section are addressed with the highest degree of confidence in the Proposer's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

Evaluators will score the submittals 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 proposal for a particular group, under the category, "Proposer's Relative Experience and Qualifications," (maximum 40 points) is determined to be "Excellent" 90% it will get 36 points (0.9x40). If another Proposer in the same category is "Fair" 70% they will get only 28 points (0.7x40).

SECTION 6.0

MANDATORY FORMAT AND CONTENT REQUIREMENTS

6.1 INTRODUCTION

This section provides instructions to the Proposer regarding the mandatory proposal format and content requirements.

The Proposer must remember that:

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

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

6.2 PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in Section 2.7.

Package #1 – Tier 1 - Technical Proposal (Must be completed for each Group you are submitting a proposal for)

Information in this section is to be provided in the order requested, beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11 inch paper; and all narrative portions of the proposal should be typed.

The first page of the Proposer's "Tier 1 - Technical Proposal" must be a **signed** cover letter on the letterhead of the Proposer, containing the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning RFP 09-06, to which this proposal responds, have been read and understood. Further, in signing this letter as the authorized representative of the submitting Proposer, it is expressly agreed by the Proposer 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, Proposer agrees that if the submitted proposal is not in the required format of the RFP, Proposer's proposal will be deemed non-responsive."

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

Table of Contents:

- Proposer's Technical Proposal as described in Section 5.3.2;
- a completed, dated and signed **"Proposer/Contractor Status Form"**;
- a copy of the "Small Business Certification Approval Letter", if Proposer is claiming the Small Business Preference;
- a copy of Proposer's **current insurance certificate**.

Package #2 – Tier 2 - Financial Proposal **(Must be completed for each Group you are submitting a proposal for)**

The **Financial Proposal Form** must be completed, signed and dated. Use the appropriate Group section on the Financial Proposal Form to place your pricing. Only the "Financial Proposal" of all qualified Proposers will be opened.

Use Financial Proposal Form 1-A for Group G pricing

SECTION 7.0**REQUIRED FORMS AND DOCUMENTS****7.1 FORMS TO BE COMPLETED AND SUBMITTED BY PROPOSER**

- Proposer/Contractor Status Form
- Financial Proposal Form

7.2 THESE DOCUMENTS WILL BECOME PART OF THE CONTRACT TO BE AWARDED AND EXICUTED BY THE PROPOSER AND THE STATE (samples of which are attached)

Form shown with an asterisk (*) can be located at:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>)

- Standard Agreement
- Payee Data Record
- Contractor Certification Clauses
- Special Contract Terms and Conditions
- * General Contract Terms and Conditions
- Insurance Requirements

PROPOSER/CONTRACTOR STATUS FORM (Continued)**RFP #09-06****All must answer:**Are you subject to Federal Backup Withholding? _____ **Yes** _____ **No****Fictitious Name**

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

Small Business PreferenceAre you claiming preference as a small business in reference to this IFB? _____ **Yes** _____ **No**

If yes, the Proposer is required to submit a copy of the Small Business Certification Approval Letter with the technical bid package.

Your small business ID number: _____

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the Proposer's organization, owners, officers or employees, within the last three years. State the case number, cause of action, agency or court where pending and status of litigation or hearing; attach additional pages if needed.

The 22nd DAA reserves the right to verify the information provided on this form by the Proposer under RFP process.

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

(Print Name & Title)_____
(Signature)_____
(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 2 of 2

FINANCIAL PROPOSAL FORM**RFP #09-06**

Proposers must receive a minimum score of 80 % or 80 points out of 100 on, "Tier 1 - Technical Proposal," in order to be considered "qualified" and the Proposer's "Financial Proposal," to be opened, reviewed and evaluated. Only the financial proposal of "qualified" Proposers will be opened. In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form, is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, and additions, may be the basis for rejection of the proposal. Certified small business Proposers, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%) on their financial proposal not exceed \$50,000 for any proposal. Selection of the award is based on the **lowest financial proposal** of the responsive, responsible, and "qualified" proposals

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers.

Proposer offers to complete the Stages, Sound Equipment, Lighting Equipment, Shade Truss Structures and Instrument Rentals as described in the statement/scope of work of this RFP for the following total cost, including all labor, materials, equipment and California sales tax if applicable.

Prices for years one and two will be held constant with no increase until the third option year

Financial Proposal	Group A	Grandstand Stage, Roof, & Mobile Stage		
Item Description		Quantity	Price Per Each	Extended Price
Mobile Stage		1		
Weight Bearing Rain Roof System 65' x 55' x 40'		1		
Weight Bearing Soundwings 20' x 20' x 40'		2		
Stage 60' x 48' x 6'		1		
Soundwings 20' x 16' x 6'		2		
Ramp 24' x 16' form 4' to 6'		1		
Sport Decks 4' x 8' x 2'		4		
Total Labor-(Set Up and Take Down)				
Total Freight- (To Include Delivery Charges, Fuel Surcharges)				
Total Tax- (If Applicable)				
Grand Total				

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 4

Financial Proposal	Group B	Grandstand Stage Lighting
Item Description	Quantity	Price
Lighting System As Specified In Section 3.3 Of RFP	1	
Total Labor-(Set Up and Take Down)		
Total Freight-(To Include Delivery Charges, Fuel Surcharges)		
Total Tax-(If Applicable)		
Grand Total		

Financial Proposal	Group C	Ground Stage Lighting
Item Description	Quantity	Price
Paddock Stage Lighting	1	
Rock On/Fun Zone Stage Lighting	1	
Flower Show Stage Lighting	1	
Infield Stage Lighting	1	
Plaza de Mexico Stage Lighting	1	
San Diego Showcase Stage Lighting	1	
O'Brien Stage Lighting	1	
The Paddock Area Lighting	1	
The Paddock Archway Lighting	1	
Ground Archways Lighting	1	
The House Arches Lighting	1	
Total Labor-(Set Up and Take Down)		
Total Freight-(To Include Delivery Charges, Fuel Surcharges)		
Total Tax-(If Applicable)		
Grand Total		

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 2 of 4

Financial Proposal	Group D	Grandstand Stage Sound
Item Description	Quantity	Price
Sound System As Specified In Section 3.5 Of RFP	1	
Total Labor-(Set Up and Take Down)		
Total Freight-(To Include Delivery Charges, Fuel Surcharges)		
Total Tax-(If Applicable)		
Grand Total		

Financial Proposal	Group E	Ground Stage Sound
Item Description	Quantity	Price
San Diego Showcase Stage Sound	1	
Rock On/Fun Zone Stage Sound	1	
Plaza de Mexico Stage Sound	1	
Infield Stage Sound	1	
3 O' Clock Fun Stage Sound	1	
The Paddock Stage Sound	1	
Total Labor-(Set Up and Take Down)		
Total Freight-(To Include Delivery Charges, Fuel Surcharges)		
Total Tax-(If Applicable)		
Grand Total		

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 3 of 4

Financial Proposal	Group F	Truss Shade Structures	
Item Description	Quantity	Price Per Each	Extended Price
30' x 30' Shade Structure	3		
80' x 100' Shade Structure	1		
20' x 20' Shade Structure	3		
7800sqft Shade Structure	1		
Total Labor-(Set Up and Take Down)			
Total Freight-(To Include Delivery Charges, Fuel Surcharges)			
Total Tax-(If Applicable)			
Grand Total			

In the event a contractual renewal option is exercised between the State and Proposer awarded the contract, any request for an increase must be accompanied by a detailed explanation with substantiating documents to support the increase amount. The State retains the right of acceptance and final approval on such a request. Please note such requests for rate increases shall be no more than four percent (4%). If rates shall increase upon expiration of the second contractual year, those increases must be offered below:

Cost Increase (must not exceed 4% per annum) **Year 1 and 2: No increase accepted** **Year 3: _____%**
Year 4 _____% **Year 5 _____%**

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

FINANCIAL PROPOSAL FORM (Continued)**RFP #09-06****Form 1 – A (Three Pages)****INSTUMENT RENTALS AND RISERS (GROUP G):**

The only type of financial proposal to be accepted for this proposal is for the rental of equipment described in the specifications section of this document, rented on a per day, per week (seven (7) consecutive days), and per month (thirty (30) consecutive days) basis. The rental price submitted on this form shall include any cost associated with delivery, assembly, disassembly, and removal of said equipment. State will not pay for travel time nor travel expenses. State shall not pay for down time due to defective equipment. The Proposer should show the total cost of each rental on the lines below including taxes. Any items not available for rental should be shown as “not available” in the appropriate space. The pricing will remain fixed for contract year one and all four option years.

All rental equipment shall be substantially of the same type, model and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified. Should other equipment be proposed, please specify manufacturer model, type and capacity of the equipment. If requested equipment is not available, Proposer shall clearly mark the financial document “not available” next to the appropriate space.

For evaluation purposes the State has established estimated quantities and rental terms. The estimates on this form represent the District’s anticipated usage per annum and are for evaluation purposes only. The State estimates this to be its annual requirement but does not guarantee the quantities or rental terms. The States actual requirements may be more or less than estimated on this form and they are dictated by the States representative, by request. The Proposer with the lowest overall grand total will be deemed the lowest proposal.

Audio and Band Gear Equipment listed in this RFP must be in good working condition, and be no more than five(5) years old as to ensure patron enjoyment and full audio benefit of the programs and events.

Prices for years one and two will be held constant with no increase until the third option year.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Form 1-A Page 1 of 3

PROPOSAL:

Contractor offers to provide the following instruments, audio equipment, and risers gear for the indicated amounts on a per day, week, and month basis:

Item	Description	Equip. Age	Rate Per Day	Rate Per Week	Rate Per Month	Est. Annual Quantity	Est. Annual Rental Term	Extension
<u>Equipment</u>								
1.	Fender Bassman		\$	\$	\$	4ea	One Day	\$
2.	Fender Twin (reissue)		\$	\$	\$	8ea	One Day	\$
3.	Fender Twin (vintage)		\$	\$	\$	2ea	One Day	\$
4.	Marshall 100-watt w/ 4x12 cabinet		\$	\$	\$	2ea	One Day	\$
5.	Marshall 50-watt w/ 4x12 cabinet		\$	\$	\$	1ea	One Day	\$
6.	Mesa Boogie Mark IV		\$	\$	\$	2ea	One Day	\$
Item	Description	Equip. Age	Rate Per Day	Rate Per Week	Rate Per Month	Est. Annual Quantity	Est. Annual Rental Term	Extension
7.	Mesa Boogie w/2x12or 4x12 cabinet		\$	\$	\$	1ea	One Day	\$
8.	Peavey KB 300			\$	\$	1ea	One Day	\$
9.	Peavey Nashville 400		\$	\$	\$	1ea	One Day	\$
10.	Roland JC-120		\$	\$	\$	1ea	One Day	\$
11.	Trace Elliot		\$	\$	\$	1ea	One Day	\$
12.	The "Twin		\$	\$	\$	1ea	One Day	\$
<u>Bass Amplifiers</u>						Subtotal (Equipment)		\$
13.	Ampeg SVT (brain) w/8x12 cabinet		\$	\$	\$	5ea	One Day	\$
14.	GK RB-800 (brain)		\$	\$	\$	1ea	One Day	\$
15.	Goliath 4x10 bass speaker cabinet		\$	\$	\$	1ea	One Day	\$
16.	Hartke 1x15 bass speaker cabinet		\$	\$	\$	1ea	One Day	\$
17.	Hartke 4x10 bass speaker cabinet		\$	\$	\$	1ea	One Day	\$
18.	Peavey Bass Rig		\$	\$	\$	1ea	One Day	\$
19.	SWR 400		\$	\$	\$	1ea	One Day	\$
20.	SWR 900		\$	\$	\$	1ea	One Day	\$
21.	Trace Elliot		\$	\$	\$	1ea	One Day	\$
<u>Keyboards</u>						Subtotal (Bass Amps.)		\$
22.	1-tier keyboard stand		\$	\$	\$	1ea	One Day	\$
23.	12-channel Mackie mixer		\$	\$	\$	1ea	One Day	\$
24.	2-tier keyboard stand		\$	\$	\$	1ea	One Day	\$
25.	24-channel Mackie mixer		\$	\$	\$	1ea	One Day	\$
26.	3-tier keyboard stand		\$	\$	\$	1ea	One Day	\$
27.	8-channel Mackie mixer		\$	\$	\$	1ea	One Day	\$
28.	Fender Rhodes		\$	\$	\$	1ea	One Day	\$
29.	Hammond B-3 w/Leslie		\$	\$	\$	1ea	One Day	\$
30.	Hammond XB-2		\$	\$	\$	1ea	One Day	\$
31.	Korg 01 WFD		\$	\$	\$	3ea	One Day	\$

32.	Korg M1		\$	\$	\$	2ea	One Day	\$
33.	Korg SGID		\$	\$	\$	2ea	One Day	\$
34.	Kurzweil K-2000		\$	\$	\$	1ea	One Day	\$
35.	Kurzweil PC 88		\$	\$	\$	1ea	One Day	\$
36.	Kurzweil K-2500		\$	\$	\$	1ea	One Day	\$
37.	Roland D-50		\$	\$	\$	2ea	One Day	\$
38.	Roland D-70		\$	\$	\$	1ea	One Day	\$
39.	Roland JD-800		\$	\$	\$	1ea	One Day	\$
Item	Description	Equip. Age	Rate Per Day	Rate Per Week	Rate Per Month	Est. Annual Quantity	Est. Annual Rental Term	Extension
40.	Roland Juno 2		\$	\$	\$	1ea	One Day	\$
41.	Roland JV-90		\$	\$	\$	1ea	One Day	\$
42.	Roland RD-300		\$	\$	\$	1ea	One Day	\$
43.	Roland RD-500		\$	\$	\$	1ea	One Day	\$
44.	Roland S-500 (rack mount)		\$	\$	\$	1ea	One Day	\$
45.	Roland U220 Module		\$	\$	\$	1ea	One Day	\$
46.	Yamaha Motif ES7		\$	\$	\$	3ea	One Day	\$
47.	Yamaha Motif ES8		\$	\$	\$	3ea	One Day	\$
<u>Drum Risers</u>						Subtotal (Keyboards)		\$
48.	AllAccess 4' x 8' with height of 6"		\$	\$	\$	1ea	One Day	\$
49.	AllAccess 4' x 8' with height of 1'		\$	\$	\$	1ea	One Day	\$
50.	AllAccess 4' x 8' with height of 2'		\$	\$	\$	1ea	One Day	\$
<u>Drums*</u>						Subtotal (Risers)		
51.	DW drumkit		\$	\$	\$	10ea	One Day	\$
52.	LP Congas w/stand		\$	\$	\$	1ea	One Day	\$
53.	LP or Toca Bongos w/stand		\$	\$	\$	1ea	One Day	\$
54.	Pearl drumkit		\$	\$	\$	5ea	One Day	\$
55.	Tama drumkit		\$	\$	\$	1ea	One Day	\$
56.	Toca Congas w/stand		\$	\$	\$	1ea	One Day	\$
57.	Yamaha drumkit		\$	\$	\$	10ea	One Day	\$
						Subtotal (Drums)		\$
Grand Total (Basis of Award)						\$		

***Note:** All kits are 6-piece, including all hardware, cymbals, thrones, pedals and hi-hats (all heavy-duty hardware)

In the event a contractual renewal option is exercised between the State and Proposer awarded the contract, any request for an increase must be accompanied by a detailed explanation with substantiating documents to support the increase amount. The State retains the right of acceptance and final approval on such a request. Please note such requests for rate increases shall be no more than four percent (4%). If rates shall increase upon expiration of the second contractual year, those increases must be offered below:

Cost Increase (must not exceed 4% per annum) Year 1 and 2: No increase accepted Year 3: _____ %
Year 4: _____ % Year 5: _____

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Form 1-A Page 3 of 3

FINANCIAL PROPOSAL FORM (Continued)**IFB #09-06**

Are you claiming preference as a small business? _____ **Yes** _____ **No**

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers' must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

FIRM NAME_____
FEDERAL IDENTIFICATION NUMBER_____
COMPLETE MAILING ADDRESS_____
TELEPHONE NUMBER_____
CITY, STATE, ZIP CODE_____
FAX NUMBER

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed.

List and acknowledge all addenda here: _____

By his/her signature on this proposal form, the Proposer certifies that he/she has read and understands the RFP package, including the information regarding protest procedures. Further, Proposer certifies that the information provided by the Proposer is accurate, true and correct and not intended to mislead the 22nd DAA in any manner.

PRINT NAME & TITLE_____
SIGNATURE_____
DATE

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

Exhibit One

Shade Structure



Shade Structure

Exhibit One

Sound Wing (Top) Grandstand Stage (Bottom)



Exhibit One

First Aid	All public areas of the Fair are smoke-free, except for smoking areas designated by this symbol:	Agricultural / Animal Exhibits	Stages
Guest Services		1 Agrifair 2 Barnyard Babies 3 Large Animals 4 Small Animals	24 Heineken Grandstand Stage
Security	Designated smoking area	Attractions / Rides	Ground Stages:
ATM Machine	Off-Site Parking Shuttle Bus	5 Doggies of the Wild West 6 Horseshoes 7 Sky Ride 8 Swifty Swine Racing Pigs 9 The Buzz on Bugs 10 The Farm 11 The Village Blacksmith 12 The World's Largest Grill 13 Thrill Rides 14 Turkey Stampede 15 World of Horses (June 12 - July 2)	25 Chevrolet Paddock Stage 26 Coors Light Rock On Stage 27 Flower Show Stage presented by Think Blue 28 Infield Stage 29 Plaza Stage 30 San Diego Showcase Stage 31 SouthCoast Energy O'Brien Stage
Beer/Wine Garden	Pay Phones	Competitive Exhibits	Shows & Demonstrations
Box Office/Concerts	Picnic Tables	16 Art Show (1st Floor) 17 Design in Wood 18 Gems & Minerals 19 Home & Hobby (2nd Floor) 20 Kids' Best 21 Paul Ecke Jr. Flower & Garden Show presented by Think Blue 22 Photo & Digital Arts (2nd Floor) 23 Student Showcase (1st Floor)	32 Aqua Ponics Farm 33 Asian Arts Promenade 34 Camel Dairy 35 Car Show 36 Culinary Arts 37 MCAS Miramar 38 Tequila Tasting 39 Wine Tasting
Gift Booth	Restrooms		Specialized Exhibit Areas
Information Booth	Shops		40 Music Mania Exhibit presented by Jeffrey Scott Fine Magnetics 41 Albertsons Store 42 Lottery 43 Manufactured Home 44 San Diego Union-Tribune News Cafe 45 Spas & BBQs
Lockers	Stroller/Wheelchair Rental		
No. County Transit			

22ND DISTRICT AGRICULTURAL ASSOCIATION (22ND DAA)
RESPONSE TO PROPOSERS' REQUESTS FOR ADDITIONAL INFORMATION

**STAGES, SOUND EQUIPMENT, LIGHTING EQUIPMENT, SHADE TRUSS STRUCTURES
AND INSTRUMENT RENTALS
RFP #09-06 (Addendum 1)**

Question 1: I'm sure this has an obvious answer but, it asks for all gear to be 5yrs or newer, which most all of ours is..Some of the gear on your list has not been made for 5-10 and even greater than 20yrs...i'm sure your goal is just to make certain the gear we provide is in perfect working order... is this correct? ie. you read between the lines on equipment age, if it is no longer being produced?

22nd DAA Response: Current equipment can be substituted.

- Question 2: If we have the current sub or replacement Model of the older, Mostly electronic keyboards, on this list, can we use that Model as suffice? Many of the keyboards on here are no longer requested or in some cases even accepted by many touring artist.

22nd DAA Response: Yes

Question 3: On the price schedule attached below, it is clear WHERE to enter rates, but the extension total is a bit vague...all items are est to be rented "One Day"
example 1

Fender Twin - \$1.00/Day \$2.00/week \$3.00/month est quantity/ 1 for One Day = Extension is \$1.00 ...easy enough

However,

example 2

Fender Twin - \$1.00/Day \$2.00/week \$3.00/month est quantity/ 8 for One Day = Extension is \$8.00 ? for 8 different dates

or \$3.00 for the whole month? since it past the 7day(week) rate?

My problem pertains to the Drum Kits, do you basically need a Yamaha and DW Kit for the Month(greater than 7day rate)? or is it 10 rental units ...

- **22nd DAA Response:** The extended price is only the Rate Per Day price for analyzing purposes. Yes were estimating we will need 10 drum kits during the fair but quantities are subject to change.

Question 4: If a vendor decides to not bid on certain sections of the bid will that affect our qualifications to be award the contract?

22nd DAA Response: Each Group is a separate proposal and will be analyzed just for that Group, so you must turn in a complete proposal for each Group. Not bidding on certain Groups will not affect our qualifications, but you must submit a complete proposal for that Group.

Question 5: May we substitute Digital Consoles on stages to save on cost and time to the client?

22nd DAA Response: Yes

Question 6: Do we need to include set/strike labor that is above and beyond the request on the RFP, i.e.: (2) audio techs for main stage audio, (2) light techs for main stage lights, etc...?

22nd DAA Response: Yes

Question 7: For Group C it says labor to set/focus/operate/strike - is that just key positions (not including assist labor (set/focus/strike)), if so, how many key positions do you think we would need to cover those stages?

22nd DAA Response: For Ground stages one rover for Grandstand stage two rovers.

Question 8: If the vendor's staff is not located in San Diego will the client supply accommodations for the staff provided by the selected vendor?

22nd DAA Response: No

Question 9: For the purposes of bidding, budgeting, do we need to factor a tech in for any and all of the groups we bid (that require a tech) for every day of the fair, except the Mondays the fair is closed?

22nd DAA Response: Yes

Question 10: For proposals in Group B & C: Are we required to contract and or provide stagehand labor as part of the pricing section entitled "Total Labor (Set Up and Take Down)"? Also, is there a contractor (IATSE, Rhino, Etc.) that we are required to use?

22nd DAA Response: Yes on labor, and you can use whomever you choose

Question 11: (Group F): Is the quote to be based on recovering the existing structures or fabricating and covering new structures?

22nd DAA Response: Group F is for shade structures (a complete unit to include trusses and shade material) not for recovering existing structures we do not own these structures.

Question 12: (Group F): I understand we are responsible for assembling the structures and removing after the fair. It is possible; I overlooked the section describing the above. Please let me know the exact requirements?

22nd DAA Response: Yes, your proposal will need to include assembling and removing the shade structures.

Question 13: How do I go about getting a copy of the previous winning bid dollar amount for the Del Mar fair please?

22nd DAA Response: Last year's contracted amounts are estimated as follows for each group

Group A: \$115,000.00

Group B: \$51,000.00

Group C: \$96,000.00

Group D: \$57,000.00

Group E: \$58,000.00

Group F: \$97,000.00

Group G: \$7,650.00

Question 14: What venues have to ready for the media party?

22nd DAA Response: O'Brian, Paddock, Showcase and Ave of Palms

Question 15: What date is the Media party?

22nd DAA Response: June 4, 2010

Question 16: On the rock on stage can the truss be 20 X 20

22nd DAA Response: Yes

Question 17: On the shade structures can (D) 7800sq ft be made using 20 X 20 truss in black?

22nd DAA Response: Yes

Question 18: 3.4.11 What is the Durante area?

22nd DAA Response: The area near the East End of the Arena in between Surf Side Race Place

Question 19: Would you please provide us with the amounts that were contracted last year for the Grandstand Lighting and for the Grandstand Audio.

22nd DAA Response: Please review answer to question 13.

Question 20: Definition of how polypropylene is being used with existing decking or can a paint additive or additional covering be added? Grand Stand stage has a requirement of it must be contracted of aluminum with a 1" thick all weather panel and polypropylene finish. Can there be any substitutions to this specification allowing for a stage made from different materials such as steel? Does the finish have to be polypropylene?

22nd DAA Response: We prefer aluminum because of the added weight of steel and timing for setup and removal the stage must have a nice finish.

Question 21: Can Name brand lighting consoles be substituted for equal quality consoles we stock?

22nd DAA Response: Yes, but if traveling groups requires a specific console, vendor must provide.

Question 22: In regards to Group A is vendor responsible for all labor?

22nd DAA Response: Yes

Question 23: In regards to Group B is vendor responsible for all labor?

22nd DAA Response: Yes

Question 24: In regards to Group C is vendor responsible for all labor?

22nd DAA Response: Yes

Question 25: In regards to Group F is vendor responsible for all labor?

22nd DAA Response: Yes

Question 26: If part of labor is being supplied by state, what are the ratios of vendor to state?

22nd DAA Response: No labor will be provided by State

Question 27: Is there a specific schedule with dates and times for load in and load out as well as show calls? So we may have an idea of the scope of labor services as well as deadlines etc?

22nd DAA Response: Schedule and show calls are TBD.

Question 28: Is ground staking the shade structures an option or must concrete ballast be used as specified?

22nd DAA Response: No ground staking.

Question 29: May concrete barrels be substituted for water barrels of equal weight?

22nd DAA Response: Yes

Question 30: Will forklifts or heavy lifting equipment and operators be provided by fair ground or vendor?

22nd DAA Response: No

Question 31: In regards to section H; If we are a corporation do we need to submit documents of corporation as well as business licenses?

22nd DAA Response: Yes

Question 32: Under Group C, what would be the earliest possible load-in date?

22nd DAA Response: Week of May 2nd either Tuesday or Wednesday.

Question 33: Under Group C, what is the desired number of technicians for the operation and maintenance of the various lighting locations? Is it preferred that 2 full-time roving technicians maintain all lighting areas? Or is it preferred that a technician be at each specific lighting area that has control; console and dimming during scheduled performances? If so, can we see a schedule of events for all areas listed under Group C?

22nd DAA Response: One for ground stages and two for main stage.

Question 34: Can we bid separately for just the staging portion, with no sound and lights?

22nd DAA Response: The only stage is the Grandstand Stage we have our own stages for the Ground Stages.

Question 35: What size stage do you require?

22nd DAA Response: Please see Group A specifications starting on page 15.

Question 36: Is this gear setup once and leave it, or will it be struck and setup each day?

22nd DAA Response: Struck and set-up each day per request by Production Manager.

Question 37: Who will be responsible for operation and care of gear?

22nd DAA Response: Contractor

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 09/01)

FUND TITLE	AGREEMENT NUMBER 08-
------------	--------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named as follows:

STATE AGENCY'S NAME

22nd District Agricultural Association / Division of Fairs & Expositions

CONTRACTOR'S NAME

The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

4. Contractor agrees:

A. To comply with the following Exhibits, attached herewith except those indicated with an Asterisk (*), and all are incorporated herein and made as part of this Agreement:

- ☐ Exhibit A – Scope of Work – 1 Page(s)
- ☐ Exhibit B – Budget Detail and Payment Provisions – 1 Page(s)
 - Payee Data Record Std. 204 – 2 Page(s)
 - Contractor Certification Clause CCC-307 – 4 Page(s)
- ☐ Exhibit C* – General Terms and Conditions – GTC 307
- ☐ Exhibit D – Special Terms and Conditions – 4 Page(s)
 - Insurance Requirements – 2 Page(s)

B. To furnish all labor, equipment and materials necessary to perform the services described in Exhibit A, Scope of Work, and agrees to comply with all terms and conditions which are made a part of this Agreement by the above listed Exhibits.

C. To provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made as part of this Agreement.

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

This document can be viewed at <http://www.ois.dgs.ca.gov/Standard+Language/default.htm>

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

CONTRACTOR		California State / Department of General Services Use Only ☐ Exempt per: _____
CONTRACTOR'S NAME		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER _____ Date
AGENCY NAME		
22 nd District Agricultural Association / Division of Fairs & Expositions		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Timothy J. Fennell, CEO/General Manager		
ADDRESS		
2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		
☐ CONTRACTS MANAGER		☐ DEPARTMENT MANAGER

Contractor's Name
 Agreement Number
 Page 1 of

SAMPLE

Exhibit A

SCOPE OF WORK

1. Contractor agrees to provide _____ for the State / 22nd District Agricultural Association / Del Mar Fairgrounds, as follows:
 - a. The State's Request for Proposal, RFP #08- , dated , 2008, and Contractor's responding proposal, dated , 2008, are on file at the State's Contracts Department and are incorporated herein by reference and made part of this Agreement.
 - b. Detailed description of work to be performed and duties of all parties.
 - c. Specifications, requirements
 - d. Personnel, staffing
 - e. Coordination
 - f. Results, deliverables
 - g. Timelines, progress reports
 - h. Evaluation, acceptance
2. The services shall be performed at (location).
3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).
4. The project representatives during the term of this agreement will be:

State Agency: 22 nd DAA / Del Mar Fairgrounds	Contractor:
Section/Unit: Department	Section/Unit:
Attention:	Attention:
Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014-2216	Address:
Phone: 858/755-1161 ext.	Phone: 858/
Fax: 858/794-	Fax: 858/

Contractor's Name
Agreement Number
Page 1 of

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

SAMPLE

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Department
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD 204 (Rev. 6-2003)**SAMPLE**

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <table style="width: 100%;"> <tr> <td style="width: 60%;"> SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____ </td> <td style="width: 40%;"> E-MAIL ADDRESS _____ </td> </tr> <tr> <td> MAILING ADDRESS _____ CITY, STATE, ZIP CODE _____ </td> <td> BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE _____ </td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____	E-MAIL ADDRESS _____	MAILING ADDRESS _____ CITY, STATE, ZIP CODE _____	BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE _____		
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____	E-MAIL ADDRESS _____								
MAILING ADDRESS _____ CITY, STATE, ZIP CODE _____	BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE _____								
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<table style="width: 100%;"> <tr> <td style="width: 40%;"> ☐ PARTNERSHIP ☐ ESTATE OR TRUST </td> <td style="width: 60%;"> CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS </td> </tr> </table>			☐ PARTNERSHIP ☐ ESTATE OR TRUST	CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS				
☐ PARTNERSHIP ☐ ESTATE OR TRUST	CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS								
☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - 									
(SSN required by authority of California Revenue and Tax Code Section 18646)									
4	PAYEE RESIDENCY STATUS ☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - 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 attached.								
5	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. <table style="width: 100%;"> <tr> <td style="width: 65%;"> AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____ </td> <td style="width: 35%;"> TITLE _____ </td> </tr> <tr> <td> SIGNATURE _____ </td> <td> DATE _____ </td> </tr> <tr> <td colspan="2"> TELEPHONE () _____ </td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____	TITLE _____	SIGNATURE _____	DATE _____	TELEPHONE () _____	
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____	TITLE _____								
SIGNATURE _____	DATE _____								
TELEPHONE () _____									
6	Please return completed form to: Department/Office: Department of Food & Agriculture / Division of Fairs & Expositions Unit/Section: 22nd District Agriculture Association / Del Mar Fairgrounds Mailing Address: 2260 Jimmy Durante Blvd. City/State/Zip: Del Mar, CA 92014 Telephone: (858) 755-1161 Fax: (858) 794-1043 E-mail Address: Attn: Contracts Department								

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

SAMPLE

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	<u>Are you a California resident or nonresident?</u> 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. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. 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
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	<u>Privacy Statement</u> 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.

Exhibit B
Contractor Certification Clauses
CCC-307

SAMPLE

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Exhibit D

SPECIAL TERMS AND CONDITIONS**SAMPLE****1. Approval**

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the Department of Food & Agriculture, if required. Contractor may not commence performance until such approval has been obtained.

2. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the "State") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

3. 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. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

4. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Appearance, Conduct, or Demeanor

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times.

Contractor understands and agrees that District management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by State management regarding these matters shall be final.

SAMPLE

Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to Contractor or its employees.

6. **Nonexclusively**

Contractor understands and agrees that this is a nonexclusive Agreement. State may hire other contractors for work of a similar or identical nature.

7. **Insurance Requirements (refer to Exhibit D)**

Delivery - Certificate(s) of Insurance for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the State, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

Primary Coverage - It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

General Liability Insurance: Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of **one million dollars (\$1,000,000)** combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate: *"The State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their respective agents, directors, officers, servants, and employees are made additional insureds but only insofar as the operations under this Agreement are concerned."*

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability policy, and automobile liability policy.

Automobile Liability Insurance: Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds

Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of **one million dollars (\$1,000,000)**, with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this

Agreement for a term not less than the remainder of the term, or for a period of not less than one (1) year.

If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to District; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)" shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor's Responsibility - In no event is State responsible for the payment of premiums or deductibles of any required coverage's. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the State from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor's indemnity obligations.

Certified Copies of Policies - Upon request by the State, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

8. **Licenses And Permits**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the State a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

9. **Fire Regulations**

Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.

10. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor and State Contract's Manager, or other normally responsible for the administration of this contract, shall be

brought to the attention of the State's Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

In the event of such an informally unresolved dispute, Contractor shall file a "Notice of Dispute" with the 22nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of State's Chief Executive Officer shall be final.

11. Conflict in Terms & Conditions

Where the terms of this Agreement or State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

12. Termination

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

13. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

15. Ban

The mass release of helium balloons is strictly prohibited.

16. California Franchise Tax Board

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).

California Fair Services Authority (CFSA)
(rev. 10/06)

State of California - 22nd District Agricultural Association
Page 1 of 2

Exhibit D
INSURANCE REQUIREMENTS

SAMPLE

I. EVIDENCE OF COVERAGE

The Contractor/Renter shall provide a signed original evidence of insurance coverage for the Term of the Agreement, protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or Counties in which County Fairs are located, Lessor/Sublessor if Fair site is leased/subleased, Citrus Fairs, or California Exposition and State Fair, their directors, officers, agents, servants and employees, from occurrences related to or arising out of operations under the Agreement, which sets forth the insurer, policy number, policy term, and liability limits. All such insurance shall be written in form and underwritten by companies approved by the 22nd District Agricultural Association ("District") and acceptable to the California Department of Insurance. This may be provided by:

A. INSURANCE CERTIFICATE - Contractor/Renter provides the District with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List As Additional Insured Endorsement:** "The State of California and the 22nd District Agricultural Association, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:** The dates of commencement/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 0001. Contractor/Renter shall at all times maintain in effect bodily injury and property damage liability insurance with policy limits in the minimum amount of: \$5,000,000 combined single limits per occurrence for Fairtime Carnival Rides; \$3,000,000 combined single limits per occurrence for Rodeo Events all types *with a paid gate* and any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronc, and Motorized Events all types except arena or track motorcycle racing and go-cart racing; \$2,000,000 combined single limits per occurrence for Rodeo Events all types *without a paid gate* and with any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronc, Motorized Events of arena or track motorcycle racing and go-cart racing, Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events all types, Mechanical Bulls, Extreme Attractions all types, Orbitrons, and Simulators; \$1,000,000 combined single limits per occurrence for Rodeo Events all types *without any Rough Stock Events*, and for all other contracts and contracts for which liability insurance (medical malpractice, liquor liability, E&O) is required.
- b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving extensive use of contractor/renter vehicles (autos, trucks or other licensed vehicles) on District premises.
- c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained whenever contractor/renter has employees, as required by law.
- d. **Medical Malpractice** - Medical Malpractice coverage with limited 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 should be maintained for contracts involving the sale of alcoholic beverages.

4. **Cancellation Notice:** A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. **Certificate Holder:**

- For Individual Events Only - District, along with District's address, is listed as the certificate holder.

22ND DAA / DEL MAR FAIRGROUNDS
ATTN: CONTRACTS DEPARTMENT
2260 JIMMY DURANTE BLVD.
DEL MAR, CA 92014-2216

- 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. **California Fair Services Authority (CFSA) Special Events Liability Insurance** - The contractor/renter purchasing special events liability insurance through the District, when applicable. **OR**

C. **Master Certificates** - A master certificate of insurance for the contractor/renter has been approved by and is on file with CFSA. **OR**

D. **Self-Insurance** - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by District and CFSA.

II. GENERAL PROVISIONS

- A. Delivery** - Contractor/Renter shall cause its insurance carrier to name the State of California and the 22nd District Agricultural Association, and their respective agents, officers, servants and employees, as additional insureds on its policy of insurance, and shall provide the additional endorsement to District no later than ten (10) days prior to its initial occupation of the District's premises or commencement of services. Failure of Contractor/Renter to deliver the certificate(s) and additional insured endorsement(s) required by this paragraph shall be a default under this Agreement.
- B. Primary Coverage** - Contractor's/Renter's additional insurance endorsement shall provide that the insurance policy shall be the primary protection and non-contributing to the District's own general liability insurance policy. The additional insured endorsement shall also provide coverage to the District for any liability "arising out of" Contractor/Renter rights, duties, work, and/or obligations under this Agreement, and that the District is covered without regard to whether the injury was caused by the named insured or the additional insured.
- C. Maintenance of Coverage** - Contractor/Renter agrees that the commercial general liability (and automobile insurance, 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 Agreement. Expiration of any insurance coverage/policy at any time or times prior to or during the term of this Agreement, contractor/renter agrees to provide the District, 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 Agreement, or for a period of not less than one (1) year. Cancellation of any insurance coverage/policy at any time or times during the term of this Agreement shall be a default under this Agreement, unless contractor/renter provides adequate replacement certificates and additional insured endorsements in compliance with the Agreement and requirement above. New certificates of insurance are subject to the approval of the California Fair Services Authority, and contractor/renter agrees that no work of services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect as all times insurance coverage as herein provided, that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- D. 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's/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 District from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to contractor's/renter's indemnity obligations.
- E. Certified Copies of Policies** - Upon request by District, 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.

III. PARTICIPANT WAIVERS

For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement from each participant prior to his/her participation in the event(s) sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Teams Events, Equestrian-related Events, Motorize Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fairs Service Authority at (916)921-2213 for further information or the District's Contracts Manager at (858)792-4263.

22ND DISTRICT AGRICULTURAL ASSOCIATION (22ND DAA)**STAGES, SOUND EQUIPMENT, LIGHTING EQUIPMENT, SHADE TRUSS STRUCTURES
AND INSTUMENT RENTALS
22ND DAA DOC. NO RFP #09-06.****ACKNOWLEDGEMENT OF ADDENDA FORM****Bidder/Proposer acknowledges the receipt of the following Addenda:**

1) Addendum No.:		Date:		4) Addendum No.:		Date:	
2) Addendum No.:		Date:		5) Addendum No.:		Date:	
3) Addendum No.:		Date:		6) Addendum No.:		Date:	

Bidder/Proposer Name: _____**Address:** _____
_____**Telephone:** _____**Printed Name of Individual Responsible for the Preparation of this Bid/Proposal:**

Signature of Bidder/Proposer: _____
(Sign Here)**Title:** _____**Date:** _____

Question and Answers for Bid #RFP 09-06 - Stages,Sound
Equipment,Lighting Equipment,Shade Truss Structures and Instrument

OVERALL BID QUESTIONS

There are no questions associated with this bid.

Question Deadline: Jan 22, 2010 5:00:00 PM PST