

Memo

Date: 09/28/26
To: All RFP #26-003 Recipients
From: Heidi Ortiz, CEO – 31st District Agricultural Association
Subject: Addendum #2 RFP #26-003 - RFP Clarification Questions Addendum

The purpose of this addendum is to respond to questions with clarifying answers that were asked regarding RFP #26-003 Talent Booking and Contracting Services.

A. RFP clarifications

1. Qualifying Experience

- Can our named team's work at earlier firms, affiliated entities, or a predecessor business meet the experience and continuous-operation requirements dating back to 2022, or must all qualifying experience belong to the exact legal entity submitting the proposal? **Experience must solely be the legal entity submitting the proposal.**
- What evidence would the District require to document qualifying experience? **Requirements are listed in 8.1 and 8.3.**
- For the minimum qualification regarding venues hosting multi-day entertainment, does "average daily attendance" refer to attendance for the overall event or attendance at the headline performance? **Average daily attendance is attendance at the headline performance.** Does the 8,000-person main headliner stage capacity include general-admission/standing audiences? **The 8,000 capacity is inclusive of all attendees at the concert.**
- Can comparable festivals and international events qualify if they meet the required scale, attendance, venue-capacity and multi-level service/ticketing criteria? **Yes.**

2. Reference Letters

- Section 8.4.1 requires at least three reference letters from the past five years. May these cover recently completed engagements, or must they be from current clients? **The references must be from any client over the past five years.**
- Please clarify whether there are any additional requirements regarding the format, content, or signatories of the letters beyond those stated in the RFP. **Any format is acceptable.**

3. Subcontractors and Staffing

- Does the subcontracting prohibition in §3.4.5 override the provisions in §§3.18, 5.1.F, 8.4.9 and the Small Business Preference provisions that contemplate subcontractors? Please clarify which provision controls. **§3.4.5 overrides the other provisions / stand language in the other provisions.**

- Must all services be performed by owners and direct employees of the Bidder, or may named independent contractors and specialized personnel assist in performing the work? **Direct employees and owners only; no-subcontractors.** If permitted, what work may such personnel perform, and when must they be named, approved and documented? **N/A**

4. Price Comparison

- Please confirm how the District will calculate the total evaluated price used to determine the lowest-cost passing responsible proposal. Is the evaluated price calculated as *eight shows multiplied by each year's proposed per-show fee, with the totals for the initial term and four option years combined before application of applicable preferences*? **Yes, that is the calculation formula.** If not, please provide the evaluation formula.
- May Bidders propose different fixed per-show rates for each contract/option year as provided on the Financial Proposal Form? **Yes.**
- The Financial Proposal Form identifies the initial contract term as August 2026 through August 2027, while §3.1 states that the procurement is for the 2027–2031 Ventura County Fairs and §1.5 identifies November 3, 2026 as the anticipated contract commencement date. Please confirm the correct periods to use for the initial term and each option year on the Financial Proposal Form. **The RFP is for one year (November 2026 to August 2027, including the 2027 Ventura County Fair), with up to four (4) one-year options. The Contract commencement date is November 3, 2026, pending any delays.**

5. Small Business Preferences

- What certification/application deadline replaces the date currently identified in §3.11, which predates the release of the reissued RFP? **Friday, October 19, 2026.** What documentation is required if a certification application is pending? **Refer to 3.11 for the details and requirements.**
- How are the applicable preferences and caps calculated for certified small/microbusinesses and for other Bidders utilizing qualifying small-business subcontractors? **For scoring purposes, 5% of the lowest responsible bid is subtracted from all certified small- / micro-business bidders.**
- Is the subcontracting preference available under this procurement given the subcontracting prohibition in §3.4.5? **N/A**

6. Goals and Proposal Detail

- ~~What aspects of the Main Arena entertainment program would the District most like the selected contractor to improve, and what aspects of the current program does the District consider successful and wish to maintain?~~
- ~~Please identify any established priorities or targets regarding net financial contribution, VIP revenue, Fair attendance, audience mix, affordability, genre diversity and guest experience.~~
- ~~Are there any genre, sponsorship, free-admission/VIP or other programming constraints that Bidders should consider when developing their proposed approach?~~
- ~~Does the District want Bidders to provide illustrative artist lineups, estimated artist budgets and financial forecasts, or should Bidders primarily demonstrate their approach through comparable past work? If artist names and estimated fees are included, may they be expressly identified as nonbinding and subject to availability, routing, market conditions and District approval, without requiring pre-award artist holds or offers?~~

These questions do not pertain to the technical requirements of the RFP.

7. Show Assignments

- ~~• The RFP states that the resulting contract will be non-exclusive. Other than Hispanic programming and grounds entertainment, under what circumstances does the District anticipate utilizing another talent buyer or source for Main Arena programming?~~
- ~~• How would mixed genre, co-promoted or otherwise jointly programmed Main Arena performances be assigned, and how would responsibilities and contractor fees be allocated?~~
- ~~• If another party books a Main Arena performance, will the selected contractor be expected to advance, administer, contract or otherwise service that performance? If so, please clarify the required scope and how that work would be compensated.~~

These questions do not pertain to the technical requirements of the RFP.

8. Budget and Event Costs

- What 2027 entertainment budget should Bidders use for the Main Arena program? Please identify, to the extent possible, the portions attributable to artist fees, production and other event costs. **The 2026 budget was approximately \$1.4 million dollars.**
- Who contracts and pays for approved artist/show-specific expenses, including backline, artist hospitality, artist hotels and ground transportation, and rider-driven production upgrades? Please confirm these third-party artist/show costs are separate from the contractor's all-inclusive service fee, which includes the contractor's own staff, travel and operating expenses. **The District pays for Artist's hotel, local transportation (venue to/from hotel), and backline, hospitality and production upgrades, all mutually agreeable through advancing process. Artist is responsible for transportation to Ventura. Contractor is responsible for all of their own expenses.**

9. Production Manager and Onsite Staffing

- Section 4.9.5 states that the District will provide appropriate staffing at performance locations, including an onsite Production Manager, stage management and supporting operational staff. Please confirm that these positions will be contracted and compensated directly by the District and will not be included in or deducted from the talent-booking contractor's fee. **Yes, The District is responsible for the staffing at the performance location.**
- Please clarify the minimum onsite staffing expected from the talent-booking contractor and the division of responsibilities and decision-making authority between the contractor, District Production Manager, stage management, artist relations and other District personnel. **On-site staffing is as needed.**

10. Production Upgrades

- ~~• Please provide or describe the standard production package anticipated for the Main Arena and clarify the contractor's responsibilities for reviewing artist riders, obtaining quotes and coordinating requirements beyond the standard package.~~
- ~~• Who approves vendors, rider changes and additional production costs?~~
- ~~• What process applies to urgent artist requirements or artist required suppliers where multiple competitive quotes are unavailable?~~

- ~~Must the contractor obtain written District approval before committing any additional artist/show production expense?~~

These questions do not pertain to the technical requirements of the RFP.

11. Artist Contracts and Payments

- ~~Please confirm which party will be identified as the purchaser/promoter and contracting party on artist performance agreements and which party will execute these agreements. This question does not pertain to the technical requirements of the RFP.~~
- Will the District directly fund and pay all approved artist deposits, guarantees, buyouts and final balances, or is the talent-booking contractor expected to receive, hold or transmit artist funds? **The District pays all agreed upon monies due directly.**
- Please confirm whether the talent-booking contractor will ever be required to advance artist deposits, guarantees or other artist obligations from its own operating capital. **The District pays all agreed upon monies due directly.**
- Section 3.4.6 states that the Bidder cannot receive or pay commissions, royalties or fees to another agency, artist or entertainer. Please clarify whether this restriction concerns outside compensation paid by or to the contractor, or whether it also restricts the contractor from administratively transmitting District-approved artist payments. How are standard agency commissions incorporated within an artist's negotiated guarantee treated? **The District pays all agreed upon monies due directly. Contractor submits invoices to the District to pay per the executed contract separately from the artist guarantees.**

12. Approvals and Board Turnaround

- ~~Final approval of offers rests with District management. Please identify the individual(s) authorized to approve artist selections, binding offers, guarantees, rider costs, final artist agreements and amendments, and what written authorization is required before a binding commitment may be made.~~
- ~~Section 4.9.4 states that contracts and amendments are not considered fully executed until approved by the District's Board of Directors. Please confirm whether this requirement applies to every individual artist performance agreement and amendment or only to the District's agreement with the selected talent-booking contractor.~~
- ~~If Board approval applies to individual artist agreements, please describe the anticipated Board approval schedule and process, including how artist offer expirations, deposit deadlines, contract deadlines and other time-sensitive commitments will be handled while Board approval is pending.~~
- ~~May the contractor place nonbinding artist holds before formal approval? How will urgent decisions be handled when an artist requires a response on a shorter timeline than the normal District or Board approval process?~~
- ~~How will delays in District/Board approval or artist signatures affect the contractor's contractual deadlines and performance obligations?~~

These questions do not pertain to the technical requirements of the RFP.

13. Timeline and Handover

- When does the District expect active booking for the 2027 Fair to begin? . **After the contract commences.**

- Please provide anticipated deadlines, if established, for artist selection, offers, approvals, contract execution, lineup completion, announcements and VIP ticket sales. **This question does not pertain to the technical requirements of the RFP.**
- At contract commencement, does the District anticipate any existing artist holds, pending offers, executed artist contracts, deposits or other commitments for the 2027 Fair? . **No Artists have been booked for 2027.**
- If existing bookings or commitments are transferred to the selected contractor, what responsibilities will transfer, how will those performances be treated for purposes of the contractor's fee, and what records and handover support will be provided? **No Artists have been booked for 2027.**

14. Contractor Fees and Payment

- Is the proposed per-show fee earned once per Main Arena concert night regardless of the number of artists appearing, or does the fee apply separately to each contracted artist, co-headliner, support act or other engagement? **It is earned once per Main Arena concert night regardless of the number of artists appearing.**
- At what milestone is the contractor's fee considered earned, when may the contractor invoice, and what is the District's standard payment period? May completed booking, contracting and advancement work be invoiced before the performance date? **Progress payments are made in two or three separate installments that are mutually agreed upon before contract execution.**
- The Financial Proposal states that the estimated number of performances is not guaranteed. If fewer than eight performances are assigned to the contractor or ultimately proceed, is there any minimum annual compensation or other payment for programming, availability research, negotiations, contracting and advancement work already performed? If so, please clarify how such compensation should be reflected on the required Financial Proposal Form. **No.**
- If a performance is reassigned to another talent buyer after the selected contractor has already performed material work relating to that performance, how will the completed work be compensated? **This question does not pertain to the technical requirements of the RFP.**

15. Cancellation, Replacements and Refunds

- If the District cancels, postpones or materially changes an approved or confirmed performance, or terminates the talent booking agreement after the contractor has performed material services, what compensation is due to the contractor for work already completed? **This question does not pertain to the technical requirements of the RFP.**
- Please confirm the allocation of responsibility for District approved artist cancellation fees, deposits, guarantees or other contractual obligations resulting from a District cancellation, including obligations that become payable after termination of the talent booking agreement. **This question does not pertain to the technical requirements of the RFP.**
- How is material additional work resulting from a District requested change to an artist engagement compensated? **This question does not pertain to the technical requirements of the RFP.**
- If an artist cancels, how does the contractor's fee apply to work already performed on the original booking and to the additional work required to secure and advance a replacement? **This question does not pertain to the technical requirements of the RFP.**

- If a performance is rescheduled, how does the contractor's fee apply to the original booking and any material additional work associated with the rescheduled engagement? **This question does not pertain to the technical requirements of the RFP.**
- With respect to artist refunds, is the contractor responsible for commercially reasonable recovery efforts and return of funds actually recovered, or is the contractor expected to guarantee refunds or cover unrecovered artist funds or temporary shortfalls from its own capital? **This question does not pertain to the technical requirements of the RFP.**

16. Artist Suitability and Contract Terms

- ~~Under §4.3, what standards and approval process will the District use to determine artist suitability? If the District approves an artist and subsequently elects to cancel the engagement for suitability or programming reasons unrelated to artist breach, how will responsibility for resulting artist obligations and contractor fees be allocated?~~
- ~~How should an artist offer that has been authorized by the District and accepted by the artist be treated if the long form performance agreement has not yet been fully executed?~~
- ~~Please provide any required artist contract terms or standard addenda addressing cancellation, force majeure, payment, content restrictions, noise/curfew, radius restrictions, merchandise, sponsor hospitality and promotional rights.~~
- ~~How should conflicts between the District's required terms and an artist's standard agreement or rider be resolved before a binding commitment is made?~~

These questions do not pertain to the technical requirements of the RFP.

- Section 4.5.4 requires the contractor to negotiate the lowest fee associated with artists performing in similar geographical areas. Please clarify whether this is a commercially reasonable/best-efforts negotiation standard or an obligation to demonstrate that each artist guarantee is the lowest comparable regional fee, and what documentation the District expects the contractor to maintain or provide to demonstrate compliance. **It is a commercially reasonable/best-effort negotiation for optimal price point, within the budget.**

17. Marketing, Ticketing and Reports

- Beyond providing artist materials, facilitating approvals and coordinating artist promotional obligations, what marketing services must the talent-booking contractor perform directly? **The District's marketing contractor will handle all marketing services in coordination with the Contractor.**
- Who is responsible for and pays for advertising, creative production, media buying and other promotional expenditures? **The District.**
- Who operates ticketing and determines VIP inventory and pricing? **The District.**
- Are any attendance, VIP ticket-sales or revenue guarantees imposed on the contractor? **No.**
- What ticketing, attendance and financial data will be made available to the contractor for programming and budgeting purposes? **The District provides it to the contractor upon request if the District deems it necessary.**
- What recurring and final reports will the contractor be required to provide, in what format and at what frequency? **The Contractor should provide a periodic update status and progress, to be negotiated at the time of contract.**

18. Contract Changes and Conflicting Dates

- **Sample Standard Agreement:** Sections 3.3 and 3.22 reference an attached Sample Standard Agreement containing the Scope of Work, Terms and Conditions, and Insurance Requirements. We have not been able to locate the referenced Sample Standard Agreement within the RFP package provided. Please provide the Sample Standard Agreement and any associated exhibits, General Terms and Conditions, or Special Terms and Conditions that the successful Bidder will be required to execute. **Included with Addendum #1.**
- Under §§3.3, 3.7, 3.10 and 3.22, must requested contract changes or exceptions be agreed to by District addendum before proposal submission, or may a Bidder identify requested exceptions or clarifications in its proposal without the proposal being deemed nonresponsive or treated as a counterproposal? Please clarify the applicable process. **All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to this RFP.**
- Section 1.5 identifies Monday, October 19, 2026 as the date for presentations, if deemed necessary, while §3.5 identifies Wednesday, October 14, 2026 as the tentative presentation date and states that no other presentation dates will be provided. Please confirm the correct presentation date and whether Bidders should reserve October 14, October 19, or both dates pending notification from the District. **October 19th is the correct date and will be listed on Addendum #1.**
- Section 1.5 identifies Monday, September 21, 2026 at 3:00 PM as the question submission deadline, while §3.6.C identifies Friday, July 24, 2026 at 3:00 PM. Please confirm that September 21, 2026 at 3:00 PM is the controlling question deadline for RFP #26-003. **September 21st is the deadline and will be listed on the Addendum #1.**
- When does the District anticipate issuing final responses to questions and any resulting addenda? **Friday, October 2, 2026.**
- Please identify the material changes made between the canceled solicitation and the September 11, 2026 reissued RFP and confirm whether any answers or addenda issued under the prior solicitation remain applicable. **This question does not pertain to the technical requirements of the RFP.**

B. Supporting Public Records Requests

~~Please share available records in stages. If any of the requests below must be submitted separately under the California Public Records Act or directed to another District contact, please advise accordingly without delaying responses to the RFP clarification questions above.~~

19. Previous Contracts and Actual Costs

- ~~Please provide the Romeo Entertainment Group agreements identified as Contract Nos. 24-227 and 25-172, listed at \$75,000 each, and the corresponding 2026 agreement, including available exhibits, amendments, final invoices and payment records.~~
- ~~Please separately identify talent buyer professional fees, onsite production management fees, reimbursed expenses and other contractor compensation, to the extent those amounts are distinguishable from artist guarantees and other artist payments.~~
- ~~For each agreement, how many Main Arena performances were covered and what contractor staffing and services were included?~~
- ~~Was the onsite Production Manager included within the talent buying contractor's compensation or contracted and paid separately?~~

- Please identify any material differences between the services provided under those agreements and the Scope of Work contemplated by RFP #26-003.

20. Previous Bids and Cancellation Records

- Please provide the cancellation notice for the prior solicitation and any publicly disclosable records identifying the corrections, revisions or issues that resulted in the solicitation being canceled and reissued.
- For the canceled procurement and the most recent prior completed procurement for these services, please provide available submitted proposals, financial proposals/pricing, qualification reviews, technical scores, evaluation records and award recommendations.
- If no proposals were evaluated or no scoring or award recommendation was completed for the canceled procurement, please confirm.

21. Historical Results and Audience Data

- Please provide available 2022–2026 results by Main Arena/Grandstand performance, including artist, artist guarantee, talent buyer fee, other identifiable show costs, free, paid and complimentary attendance, and VIP ticket inventory, prices, tickets sold and revenue.
- Please distinguish concert attendance from overall Fair attendance and identify any material changes in how attendance was counted during this period.
- Where available, please include gross ticket/VIP revenue, refunds, ticketing fees, net ticket revenue, other attributable show revenue and final settlement or profit-and-loss results.
- Please provide available Main Arena/concert profit and loss reports, the 2025 and 2026 Fair results presentations, audience surveys and aggregate ticket buyer or audience research used for entertainment programming.
- Daily or annual aggregate figures are acceptable where show level data is unavailable; please identify how the reported figures are defined.