

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
NOVEMBER 2023

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-225-23YR	Phi Alpha Contract Solutions	Ramps rental for Wine Society office trailer	Year round	10/24/23-10/23/25		\$37,200.00
SA-227-23YR	Phi Alpha Contract Solutions	Office trailer rental for Wine Society	Year round	11/6/23-11/05/25		\$62,070.00
SA-008-24FTYR	CR&A Custom Inc.	Banner and sign printing and installation services	Fair time and year round	5/1/24-4/30/26 with 3, one-year options		\$392,940; \$1,085549.21 with includes option years

Amendments (Exercise Option)

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-129-20YR (Amend. #4)	Southern California Sound image, Inc.	Sound equipment and services for Hanger Building	Fair Time	5/15/20-12/31/24		\$109,370 plus \$10,000
SA-130-20YR (Amend. #4)	Bar None Group, Inc. DBA: Pacific Coast Entertainment, Inc.	Sound equipment and services for Heritage and ASA. To renew the contract and eliminate Heritage from the contract	Fair Time	5/15/20-4/14/25		\$18,105.00
SA-134-20FT (Amend. #4)	Bar None Group, Inc. DBA: Pacific Coast Entertainment, Inc.	Grounds video equipment and product services for Hanger Building	Fair Time	7/1/20-12/31/24		\$154,005 plus \$15,000

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R *[Signature]* A *[Signature]* F

AGREEMENT NUMBER

SA-225-23YR

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR NAME

PHI ALPHA CONTRACT SOLUTIONS

2. The term of this **10/24/2023** through **10/23/2025** FED ID:

3. The maximum amount **\$37,200.00** of this Agreement is:

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

Exhibit A – Scope of Work – To provide ramps rental for Wine Society trailer at the OC Fair & Event Center

Pages 1-12

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 13-14

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 15-18

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 19-22

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 23-25

Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)

Pages 26-27

Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)

Pages 28-30

Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)

Pages 31-35

Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)

Pages 36-38

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Phi Alpha Contract Solutions

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Anthony Durso, Owner

CONTRACTOR BUSINESS ADDRESS

32262 Corte Parado, Temecula, CA 92592

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone (714) 708-1578

Anthony Durso
Email: adurso@phialphainc.com
Phone (248) 802-4888

The Contractor's bid for the Ramp and Platform for ADA Access for the OC Fair & Event Center is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

SCOPE OF WORK:

- Provide (1) ramp and platform for ADA access to the three office trailers for a term of 24 months.
- Install and secure to the earth with approved industry standard earthquake straps
- Provide stairs and hand rails to each unit

Clean-up:

Contractor is to keep job site clean daily and upon project completion.

Contractor is to provide waste management for removal of Materials and Demo Materials off OC Fair & Center grounds.

Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.

Contractor is to keep all compound and chemicals out of storm drains & sewers.

Conditions:

Payment Terms: As a State Agency, the District is not permitted to make payments in advance of services rendered. By submitting a bid, Bidder understands and agrees payment shall be made by the District and paid Net30 upon satisfactory completion of services rendered and receipt of proper invoice. Invoices shall be e-mailed to AP@ocfair.com or mailed to **OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Dr., Costa Mesa, CA 92626**.

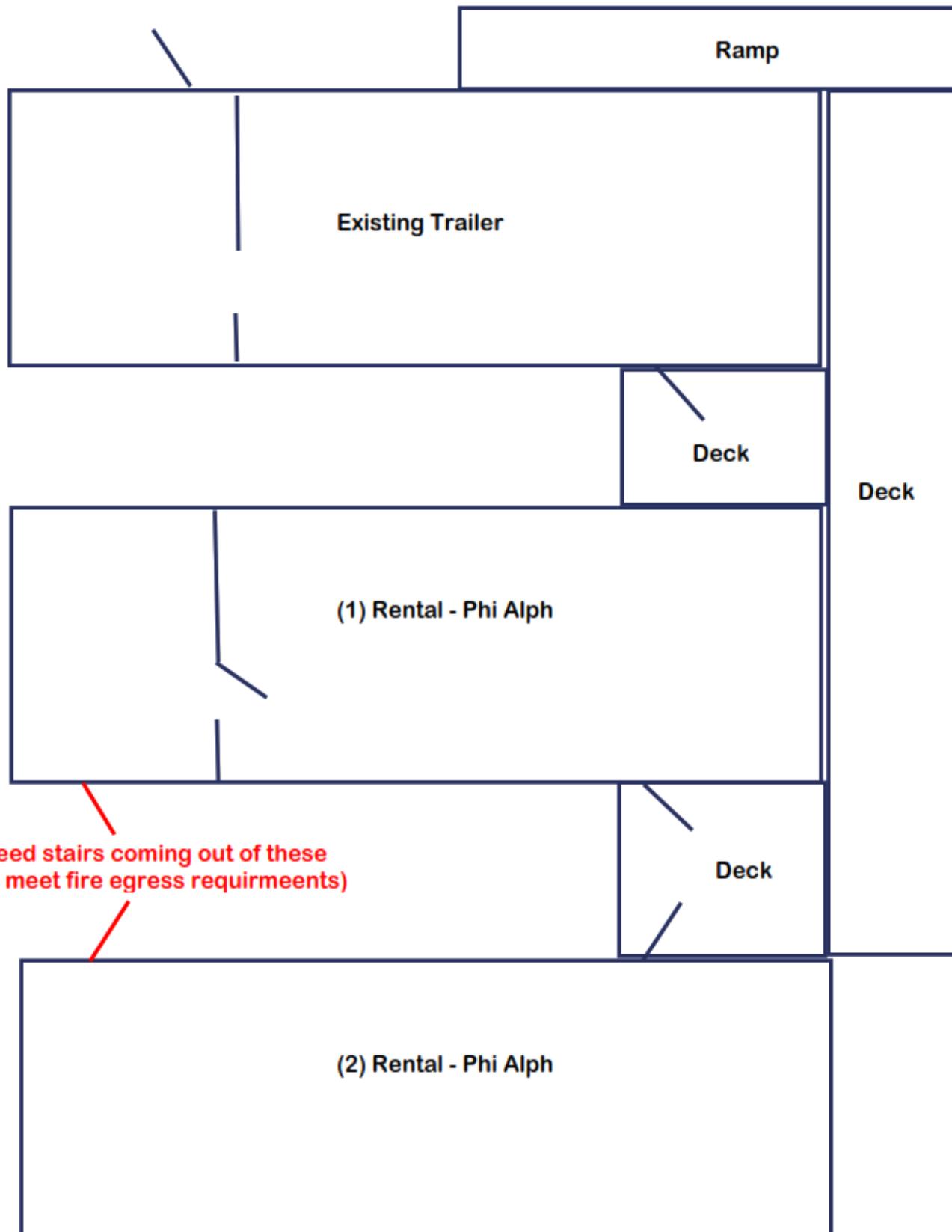
Enhanced Workplace Safety Policy (EWSP): The 32nd District Agricultural Association dba OC Fair & Event Center (OCFEC) requires bidders to comply with the Enhanced Workplace Safety Policy (EWSP) for any Public Works services in excess of \$25,000. This policy requires 70% of the onsite workforce to hold a four year graduate certificate from an apprenticeship program. (see attached document – Section 00806)

Prevailing wage: This is a prevailing wage and certified payroll jobsite for all work conducted on grounds. All contract employees will comply with OCFEC standard safety policy, including the use of hardhats, safety harnesses when operating lift equipment, certified equipment operators and 15 mph max speed limit for all vehicles on grounds. Compliance with Cal-OSHA regulations is required.

Contractor is responsible to:

- For initiating, maintaining and supervising all safety precautions and programs associated with work. (Unsafe work conditions/practices shall be stopped immediately and corrective action taken).
- Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work.
- Contractor is responsible to ensure all employees are wearing company approved uniforms when present in a working capacity at the OCFEC.
 - Contractor must sign and return to project manager the Acknowledgement form recognizing the OCFEC Contractor Uniform Procedure #4. (see attached Procedure) Before commencement of work.

Subcontractor: Mobile Modular Management Corporation will be delivering the trailers, ramps, and securing them to the ground.



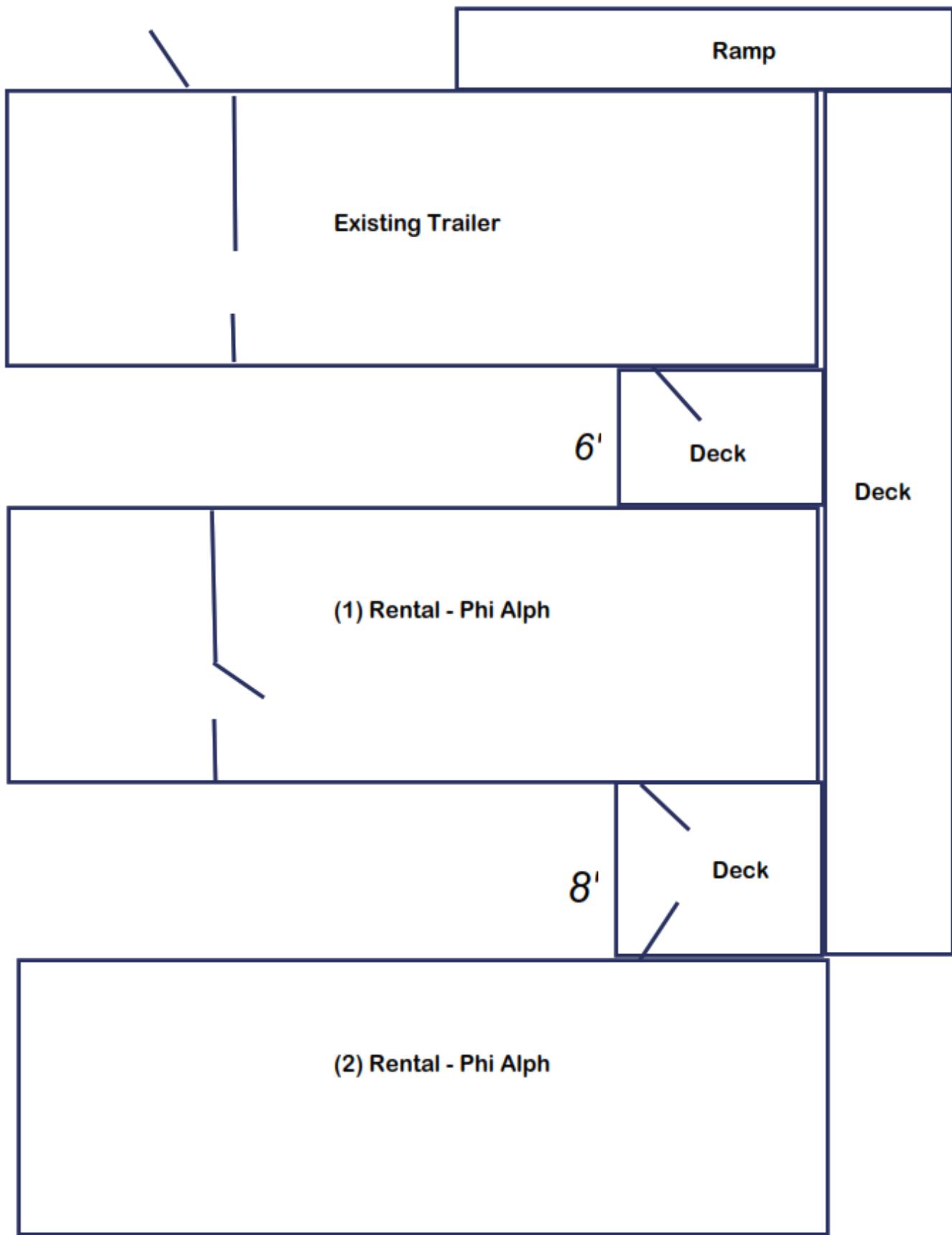


EXHIBIT A – SCOPE OF WORK (CONT.)

Bidders must comply with prevailing wage compliance (If applicable)

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

- End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: **1820-00-23B03-A**

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of the proper invoice.

The invoice shall be itemized and contain the District's Purchase Order number 51967. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

1. Payment Rates:

Monthly payment at \$1,200, X 24 months = \$28,800

Upon delivery and installation \$4,200

Pick up – \$4,200

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

<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 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #21-11

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSAs Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for 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 that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 3 of 3

and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CDSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CDSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone: _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

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

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permit(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

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

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually.

Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CDSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R *[Signature]* A *[Signature]* F

AGREEMENT NUMBER

SA-227-23YR

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR NAME

PHI ALPHA CONTRACT SOLUTIONS

2. The term of this **11/06/2023** through **11/05/2025** FED ID:

3. The maximum amount **\$62,070.00** of this Agreement is:

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

Exhibit A – Scope of Work – To provide office trailer rental for the Wine Society at the OC Fair & Event Center

Pages 1-4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6-9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10-13

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 14-16

Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)

Pages 17-18

Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)

Pages 19

Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)

Pages 20-24

Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)

Pages 25-29

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Phi Alpha Contract Solutions

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Anthony Durso

CONTRACTOR BUSINESS ADDRESS

32262 Corte Parado, Temecula, CA 92592

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone (714) 708-1578

Anthony Durso
Email: adurso@phialphainc.com
Phone (248) 802-4888

The Contractor's bid for the Modular Buildings For the OC Fair & Event Center is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

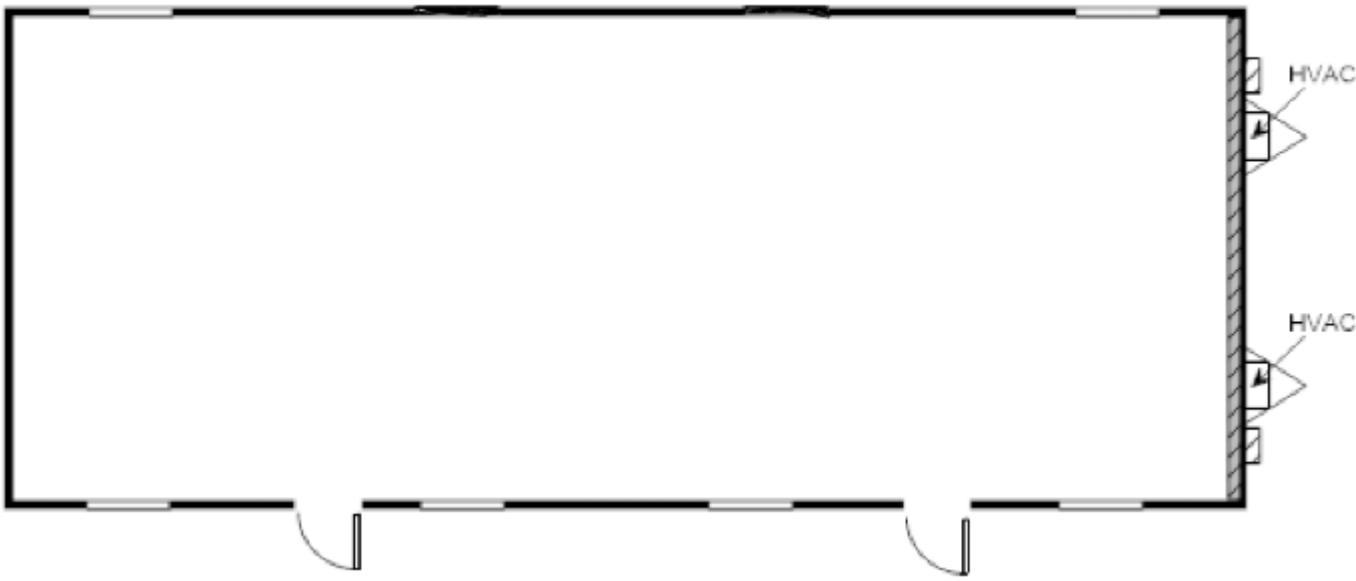
On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

SCOPE OF WORK:

Contractor to provide one (1) 24 X 60 modular trailer for the Wine Society for 24 months. Prices include monthly rental, delivery, installation, removal and pick up. Price breakdowns as follows:

Delivery and set up \$15,000
Monthly rental \$1,680 X 24 months = \$40,320
Removal \$6,750

Total \$62,070



Clean-up:

Contractor is to keep job site clean daily and upon project completion.

Contractor is to provide waste management for removal of Materials and Demo Materials off OC Fair & Center grounds.

Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.

Contractor is to keep all compound and chemicals out of storm drains & sewers.

Conditions:

Payment Terms: As a State Agency, the District is not permitted to make payments in advance of services rendered. By submitting a bid, Bidder understands and agrees payment shall be made by the District and paid Net30 upon satisfactory completion of services rendered and receipt of proper invoice. Invoices shall be e-mailed to AP@ocfair.com or mailed to **OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Dr., Costa Mesa, CA 92626.**

Enhanced Workplace Safety Policy (EWSP): The 32nd District Agricultural Association dba OC Fair & Event Center (OCFEC) requires bidders to comply with the Enhanced Workplace Safety Policy (EWSP) for any Public Works services in excess of \$25,000. This policy requires 70% of the onsite workforce to hold a four year graduate certificate from an apprenticeship program.

Contractor is responsible to:

- For initiating, maintaining and supervising all safety precautions and programs associated with work. (Unsafe work conditions/practices shall be stopped immediately and corrective action taken).
- Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work.
- Contractor is responsible to ensure all employees are wearing company approved uniforms when present in a working capacity at the OCFEC.
 - Contractor must sign and return to project manager the Acknowledgement form recognizing the OCFEC Contractor Uniform Procedure #4. (See attached Procedure) Before commencement of work.

EXHIBIT A – SCOPE OF WORK (CONT.)

Bidders must comply with prevailing wage compliance (If applicable)

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

- End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-20

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of the proper invoice.

The invoice shall be itemized and contain the District's Purchase Order number 52005. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

1. Payment Rates:

Monthly payment at \$1,680 X 24 = \$40,320

Upon delivery and installation \$15,000

Upon pickup \$6,750

Total \$62,070

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

<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 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01**I. Evidence of Coverage**

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

- A. **Insurance Certificate** - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. **List as the Additional Insured:** "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. **Dates:** The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. **Coverages:**
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CDSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CDSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone: _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

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

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permit(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

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

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually.

Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CDSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R	A	CS	F	jh
AGREEMENT NUMBER				
SA-008-24FTYR				
		PURCHASING NUMBER (if applicable)		

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR NAME

CR&A CUSTOM APPAREL INC. DBA: CR&A CUSTOM INC.

2. The term of this Agreement is: **05/01/2024 through 04/31/2026** **FED ID:**
With three, one-year options
(05/01/26-04/31/27; 05/01/27-04/31/28; 05/01/28-04/30/29)

3. The maximum amount of this Agreement is: **\$392,940; \$1,085,549.21 with option years**
(2024-\$190,180; 2025 \$202,760; 2026 \$216,195.44; 2027 \$230,544.49; 2028 \$245,869.28)

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

Exhibit A – Scope of Work – To provide banner and sign printing and installation services at the OC Fair & Event Center Pages 2-4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 5-11

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 12-15

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement) Pages 16-19

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 20-22

Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement) Pages 23-24

Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement) Pages 25

Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement) Pages 26-30

Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement) Pages 31-33

Addendum #1 and RFI #1 (Attached hereto as part of this agreement) Pages 34-37

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)		
CR&A Custom Apparel Inc. DBA: CR&A Custom Inc.		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING Carmen Rad, CEO		
CONTRACTOR BUSINESS ADDRESS		
312 West Pico Blvd., Los Angeles, CA 90015		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME		
32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
CONTRACTING AGENCY ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
<input type="checkbox"/> Exempt per:		

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Johanna Svensson, Exhibit Design & Décor Supervisor
Phone (714) 708-1838

CR&A Custom Inc.
Carmen Rad, CEO
(213) 749-4440 x 207
Email: carmen@cracustom.com

The District's Invitation For Bid (IFB) for Banner and Sign Printing and Installation Services, released September 22, 2023, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

The Contractor's bid proposal for the Banner and Sign Printing and Installation Services dated October 3, 2023, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

SCOPE OF WORK:

A. Purpose and Background

Printing:

The District designs and has printed approximately 700-800 signs and banners each year to support all of the facility's year-round and Fair time programs and events. The majority of banners and signs (80%) are requested between May and the 3rd week of July to accommodate the annual OC Fair. Another 10% are ordered in March and April and the remaining 10% are ordered throughout the year as needed. Due to the number of unique events, the District implements few mass-quantity projects and, instead, typically orders individual/unique signs and banners. Although the majority of signs and banners the District will have printed qualify as wide or super wide format, many substrate signs are less than 24" wide.

Installation and Removal:

The District requires the installation and/or removal of banners and signs approximately 6 times per year on District property as well as at off-site locations within Costa Mesa and possibly other cities. One offsite project is the installation and removal of banners from street lamps. This project requires permits and coordination with the city. Installation and removal timelines for all projects shall be coordinated with the District's Event Operations Supervisor or his/her designee and all installations and removals should be performed according to the specifications of the District.

1. Minimum Qualification Requirements:

- a. Contractor shall maintain a qualified applicators license and any other applicable license or certificate with the State of California.
- b. Contractor must be able to meet all Workers' Compensation, Commercial General Liability, and Motor Vehicle insurance requirements as outlined in the attached Section X, Exhibit E - Insurance Requirements. Proof of insurance and other requirements must be provided to the District within five (5) days of contract award. Failure to do so could result in termination of said contract.
- c. Contractor must have a minimum of three (3) satisfactory references. References will be verified upon awarding the contract.

B. Scope of Work:**Printing bid scope and requirements:**

1. Contractor shall achieve high-quality appearance when printing to a variety of sizes and substrate thicknesses as well as to a variety of materials, including, but not limited to vinyl banner, vinyl mesh, adhesive back vinyl, Styrene, Sintra, foam board, gator board and Coroplast. UV inks/coatings are required for all banners and signs with an outdoor application.
2. Double hemming is required on all vinyl banners unless otherwise noted in project specifications.
3. Finishing elements such as hemming, grommets, pole pockets, D-rings etc. to be included in square foot pricing.
4. Reinforced webbing should be used on especially large/heavy banners when appropriate. Contractor must receive District's approval before applying reinforced webbing if not already specified for use in project spec sheet.
5. Printed signs shall be cut to any size and shape requested by the District. Router cutting costs should only be applied to shapes other than squares or rectangles.

Print Job Notification:

The District shall communicate the following information to Contractor when requesting printing:

1. Project name
2. District job number
3. Project description
4. Quantity
5. Sides printed
6. Size specifications
7. Material specifications
8. Required finishing (hemming, grommets, router cutting etc.)
9. Required delivery date and place (department)
10. Installation/removal dates and location if applicable to the project

District shall provide Contractor as much notice as possible prior to required delivery or installation date; Typically, however, there should be a minimum of a 1-week (5 working days) notification period for printed banners and signs. Contractor shall produce and deliver printing as quickly as possible, but no later than the District's requested deadline. If Contractor intends to charge a rush fee for any printing requests not allowing 5 working days from file receipt to print and deliver, please note the required rush fee(s) on the Financial Bid Form.

District shall provide artwork to the Contractor in a manner and format mutually agreed upon by the District and Contractor. Once artwork is received, Contractor must provide electronic proofs and receive approval from District prior to the production of any printing projects. District will typically provide approvals or feedback on proofs within 1 hour of receiving electronic proof but may take up to 24 hours.

Installation/removal bid scope and requirements:

1. Banner and sign installation and removal should be provided and performed using Contractor's equipment, including all utility carts, trucks, trailers, vans, bucket trucks, ladders, hardware, cable, rope and banner poles (cross arm hardware). However, for Fair installation and removal, the District may make available to the Contractor District rented boom and/or scissor lifts to ensure installation is completed efficiently, and safely.
2. Contractor must provide installation staff with a minimum of 3 years' experience installing banners and signs in a variety of installation situations. The District reserves the right to send away any installer that appears incapable of completing installation requirements in a safe, efficient and professional manner. All Contractor staff operating equipment will carry certifications applicable to the equipment they are operating. All OSHA guidelines shall be adhered to while on-site and off-site work is being performed.
3. Contractor shall install all banners and signs in locations provided and approved by the District and those locations only. If locations provided are not appropriately sized or cannot accept the banner or sign installation application, Contractor must refer back to District for direction.
4. Installation and removal rates entered into the Financial Proposal Bid form shall include all costs associated with those services, including but not limited to travel time, installation tools, and equipment rental.
5. Contractor shall return all used banners and signs to District for onsite storage. Banners must be returned clean and dry (if the District exercises the cleaning option), rolled, and each banner/sign identified with the banner/sign dimension and name on the outside of the banners using a method mutually agreed upon by Contractor and District. Banners should never be folded.
6. Contractor shall consider and maintain the quality and integrity of buildings, poles, trees and truss systems to which banners and signs are attached for onsite and offsite installations and removals. Contractor will be held liable for any damage caused if potential issues are not discussed with the District prior to installation.
7. District shall provide Contractor with specific locations street banners are to be installed for each offsite location. Contractor is responsible for applying for all City approvals/permits/etc. for all street banner installation. Should any discrepancies arise between the District approved installation locations and the City approved installation locations, Contractor shall communicate changes to District immediately and must receive District approval prior to proceeding with the installation.
8. Within 48 hours of installation for street light and other offsite banners, Contractor shall submit a completion report to the District with photographic documentation of the exact location of each installed banner. The street name and quantity of street banners must be visible in the photos.
9. Contractor must follow all city guidelines for installation and removal of street light banners.
10. The District has provided an estimated permit cost for street light banners on the Financial Proposal Bid Form in order to reach a not to exceed amount of the contract. Copies of city permit invoices must be submitted to District Management for review along with the Contractor's invoice. The District will reimburse the exact amount of the permit fee for each city.
11. Bidder shall enter a 'per pole" rate for offsite Street Banner installation and removal services on the Financial Proposal Bid Form. Installation and removal shall be charged separately for offsite street banners.

Contractor must comply with prevailing wage compliance (If applicable)

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Various: 5201-30, 21, 06, 11, 27, 46, 41

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of the proper invoice.

The invoice shall be itemized and contain the District's Purchase Order number 52016. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

1. Payment Rates:

May 1, 2024 - April 30, 2025

Item	Size and/or Weight	Square Footage	x	Rate Per Square Foot	=	Total Cost
Mesh Banner	10 oz.	5,000	x	\$ 2.23	=	\$ 11,150.00
Vinyl	13 oz.	18,000	x	\$ 1.86	=	\$ 33,480.00
Blockout Vinyl for Double-Sided Banners	18 oz.	2,000	x	\$ 5.86	=	\$ 11,720.00
Self-Adhesive Vinyl	2 mil minimum	3,000	x	\$ 6.50	=	\$ 19,500.00
Perforated Window Film	standard	500	x	\$ 6.50	=	\$ 3,250.00
Coroplast	4 mm	3,000	x	\$ 2.80	=	\$ 8,400.00
Coroplast	6 mm	1,000	x	\$ 3.20	=	\$ 3,200.00
Coroplast	10 mm	250	x	\$ 3.60	=	\$ 900.00
White Gator Board	3/16"	1,500	x	\$ 3.20	=	\$ 4,800.00
White Gator Board	1/2"	500	x	\$ 3.60	=	\$ 1,800.00
White Foam Board	3/16"	1,500	x	\$ 2.80	=	\$ 4,200.00
White Foam Board	1/2"	500	x	\$ 3.20	=	\$ 1,600.00
DiBond	4 mm	300	x	\$ 6.80	=	\$ 2,040.00
MDO	1/2"	300	x	\$ 10.23	=	\$ 3,069.00
MDO	1"	300	x	\$ 10.32	=	\$ 3,096.00
Sintra	3 mm	1,500	x	\$ 3.60	=	\$ 5,400.00
Sintra	6 mm	500	x	\$ 4.23	=	\$ 2,115.00
Styrene	.020"	1,000	x	\$ 2.40	=	\$ 2,400.00
Styrene	.040"	1,000	x	\$ 2.80	=	\$ 2,800.00
Styrene	.060"	500	x	\$ 3.20	=	\$ 1,600.00
Styrene	.090"	500	x	\$ 3.40	=	\$ 1,700.00
Reinforced Webbing		2,000	x	\$ 1.23	=	\$ 2,460.00
Router Substrate Material to Shapes		700	x	\$ 8.60	=	\$ 6,020.00

Item	Size	Number of Hours	x	Rate Per Hour	=	Total Cost
Installation/Removal of Banners at OCFEC	Various	500	x	\$ 48.60	=	\$ 24,300.00

Item	Size	Number of Poles	x	Rate Per Pole	=	Total Cost
Installation of Street Banners	Various	180	x	\$ 68.00	=	\$ 12,240.00
Removal of Street Banners	Various	180	x	\$ 32.00	=	\$ 5,760.00

Item					=	Total Cost
City Permits (actual reimbursement only - fixed at \$5,000)					=	\$5,000.00

Item	Location	Number of Occurrences	x	Rate Per Occurrence	=	Total Cost
Delivery / Pick-Up	OCFEC	100	x	\$ 60.00	=	\$ 6,000.00

Item	Location	Number of days under 5 working days	x	Rate Per Occurrence	=	Total Cost
Rush Fee	OCFEC	4	x	\$ 10.00	=	\$ 10.00
Rush Fee	OCFEC	3	x	\$ 20.00	=	\$ 20.00
Rush Fee	OCFEC	2	x	\$ 50.00	=	\$ 50.00
Rush Fee	OCFEC	same day	x	\$ 100.00	=	\$ 100.00

CUMULATIVE TOTAL					=	Total Cost
May 1, 2024 - April 30, 2025					=	\$ 190,180.00

May 1, 2025 - April 30, 2026

Item	Size and/or Weight	Square Footage	x	Rate Per Square Foot	=	Total Cost
Mesh Banner	10 oz.	5,000	x	\$ 2.38	=	\$ 11,908.20
Vinyl	13 oz.	18,000	x	\$ 1.99	=	\$ 35,756.64
Blockout Vinyl for Double-Sided Banners	18 oz.	2,000	x	\$ 6.26	=	\$ 12,516.96
Self-Adhesive Vinyl	2 mil minimum	3,000	x	\$ 6.94	=	\$ 20,826.00
Perforated Window Film	standard	500	x	\$ 6.94	=	\$ 3,471.00
Coroplast	4 mm	3,000	x	\$ 2.99	=	\$ 8,971.20
Coroplast	6 mm	1,000	x	\$ 3.42	=	\$ 3,417.60
Coroplast	10 mm	250	x	\$ 3.84	=	\$ 961.20
White Gator Board	3/16"	1,500	x	\$ 3.42	=	\$ 5,126.40
White Gator Board	1/2"	500	x	\$ 3.84	=	\$ 1,922.40
White Foam Board	3/16"	1,500	x	\$ 2.99	=	\$ 4,485.60
White Foam Board	1/2"	500	x	\$ 3.42	=	\$ 1,708.80
DiBond	4 mm	300	x	\$ 7.26	=	\$ 2,178.72
MDO	1/2"	300	x	\$ 10.93	=	\$ 3,277.69
MDO	1"	300	x	\$ 11.02	=	\$ 3,306.53
Sintra	3 mm	1,500	x	\$ 3.84	=	\$ 5,767.20
Sintra	6 mm	500	x	\$ 4.52	=	\$ 2,258.82
Styrene	.020"	1,000	x	\$ 2.56	=	\$ 2,563.20
Styrene	.040"	1,000	x	\$ 2.99	=	\$ 2,990.40
Styrene	.060"	500	x	\$ 3.42	=	\$ 1,708.80
Styrene	.090"	500	x	\$ 3.63	=	\$ 1,815.60
Reinforced Webbing		2,000	x	\$ 1.31	=	\$ 2,627.28
Router Substrate Material to Shapes		700	x	\$ 9.18	=	\$ 6,429.36

Item	Size	Number of Hours	x	Rate Per Hour	=	Total Cost
Installation/Removal of Banners at OCFEC	Various	500	x	\$ 51.90	=	\$ 25,952.40

Item	Size	Number of Poles	x	Rate Per Pole	=	Total Cost
Installation of Street Banners	Various	180	x	\$ 72.62	=	\$ 13,072.32
Removal of Street Banners	Various	180	x	\$ 34.18	=	\$ 6,151.68

Item					=	Total Cost
City Permits (actual reimbursement only - fixed at \$5,000)					=	\$5,000.00

Item	Location	Number of Occurrences	x	Rate Per Occurrence	=	Total Cost
Delivery / Pick-Up	OCFEC	100	x	\$ 64.08	=	\$ 6,408.00

Item	Location	Number of days under 5 working days	x	Rate Per Occurrence	=	Total Cost
Rush Fee	OCFEC	4	x	\$ 10.00	=	\$ 10.00
Rush Fee	OCFEC	3	x	\$ 20.00	=	\$ 20.00
Rush Fee	OCFEC	2	x	\$ 50.00	=	\$ 50.00
Rush Fee	OCFEC	same day	x	\$ 100.00	=	\$ 100.00

CUMULATIVE TOTAL					=	Total Cost
May 1, 2025 - April 30, 2026					=	\$ 202,760.00

May 1, 2026 - April 30, 2027

Item	Size and/or Weight	Square Footage	x	Rate Per Square Foot	=	Total Cost
Mesh Banner	10 oz.	5,000	x	\$ 2.54	=	\$ 12,717.96
Vinyl	13 oz.	18,000	x	\$ 2.12	=	\$ 38,188.09
Blockout Vinyl for Double-Sided Banners	18 oz.	2,000	x	\$ 6.68	=	\$ 13,368.11
Self-Adhesive Vinyl	2 mil minimum	3,000	x	\$ 7.41	=	\$ 22,242.17
Perforated Window Film	standard	500	x	\$ 7.41	=	\$ 3,707.03
Coroplast	4 mm	3,000	x	\$ 3.19	=	\$ 9,581.24
Coroplast	6 mm	1,000	x	\$ 3.65	=	\$ 3,650.00
Coroplast	10 mm	250	x	\$ 4.11	=	\$ 1,026.56
White Gator Board	3/16"	1,500	x	\$ 3.65	=	\$ 5,475.00
White Gator Board	1/2"	500	x	\$ 4.11	=	\$ 2,053.12
White Foam Board	3/16"	1,500	x	\$ 3.19	=	\$ 4,790.62
White Foam Board	1/2"	500	x	\$ 3.65	=	\$ 1,825.00
DiBond	4 mm	300	x	\$ 7.76	=	\$ 2,326.87
MDO	1/2"	300	x	\$ 11.67	=	\$ 3,500.58
MDO	1"	300	x	\$ 11.77	=	\$ 3,531.37
Sintra	3 mm	1,500	x	\$ 4.11	=	\$ 6,159.37
Sintra	6 mm	500	x	\$ 4.82	=	\$ 2,412.42
Styrene	.020"	1,000	x	\$ 2.74	=	\$ 2,737.50
Styrene	.040"	1,000	x	\$ 3.19	=	\$ 3,193.75
Styrene	.060"	500	x	\$ 3.65	=	\$ 1,825.00
Styrene	.090"	500	x	\$ 3.88	=	\$ 1,939.06
Reinforced Webbing		2,000	x	\$ 1.40	=	\$ 2,805.94
Router Substrate Material to Shapes		700	x	\$ 9.81	=	\$ 6,866.56

Item	Size	Number of Hours	x	Rate Per Hour	=	Total Cost
Installation/Removal of Banners at OCFEC	Various	500	x	\$ 55.43	=	\$ 27,717.16

Item	Size	Number of Poles	x	Rate Per Pole	=	Total Cost
Installation of Street Banners	Various	180	x	\$ 77.56	=	\$ 13,961.24
Removal of Street Banners	Various	180	x	\$ 36.50	=	\$ 6,569.99

Item					=	Total Cost
City Permits (actual reimbursement only - fixed at \$5,000)					=	\$5,000.00

Item	Location	Number of Occurrences	x	Rate Per Occurrence	=	Total Cost
Delivery / Pick-Up	OCFEC	100	x	\$ 68.44	=	\$ 6,843.74

Item	Location	Number of days under 5 working days	x	Rate Per Occurrence	=	Total Cost
Rush Fee	OCFEC	4	x	\$ 10.00	=	\$ 10.00
Rush Fee	OCFEC	3	x	\$ 20.00	=	\$ 20.00
Rush Fee	OCFEC	2	x	\$ 50.00	=	\$ 50.00
Rush Fee	OCFEC	same day	x	\$ 100.00	=	\$ 100.00

CUMULATIVE TOTAL		=	Total Cost
May 1, 2026 - April 30, 2027		=	\$ 216,195.44

May 1, 2027 - April 30, 2028

Item	Size and/or Weight	Square Footage	x	Rate Per Square Foot	=	Total Cost
Mesh Banner	10 oz.	5,000	x	\$ 2.72	=	\$ 13,582.78
Vinyl	13 oz.	18,000	x	\$ 2.27	=	\$ 40,784.88
Blockout Vinyl for Double-Sided Banners	18 oz.	2,000	x	\$ 7.14	=	\$ 14,277.14
Self-Adhesive Vinyl	2 mil minimum	3,000	x	\$ 7.92	=	\$ 23,754.64
Perforated Window Film	standard	500	x	\$ 7.92	=	\$ 3,959.11
Coroplast	4 mm	3,000	x	\$ 3.41	=	\$ 10,232.77
Coroplast	6 mm	1,000	x	\$ 3.90	=	\$ 3,898.20
Coroplast	10 mm	250	x	\$ 4.39	=	\$ 1,096.37
White Gator Board	3/16"	1,500	x	\$ 3.90	=	\$ 5,847.29
White Gator Board	1/2"	500	x	\$ 4.39	=	\$ 2,192.74
White Foam Board	3/16"	1,500	x	\$ 3.41	=	\$ 5,116.38
White Foam Board	1/2"	500	x	\$ 3.90	=	\$ 1,949.10
DiBond	4 mm	300	x	\$ 8.28	=	\$ 2,485.10
MDO	1/2"	300	x	\$ 12.46	=	\$ 3,738.61
MDO	1"	300	x	\$ 12.57	=	\$ 3,771.51
Sintra	3 mm	1,500	x	\$ 4.39	=	\$ 6,578.21
Sintra	6 mm	500	x	\$ 5.15	=	\$ 2,576.46
Styrene	.020"	1,000	x	\$ 2.92	=	\$ 2,923.65
Styrene	.040"	1,000	x	\$ 3.41	=	\$ 3,410.92
Styrene	.060"	500	x	\$ 3.90	=	\$ 1,949.10
Styrene	.090"	500	x	\$ 4.14	=	\$ 2,070.92
Reinforced Webbing		2,000	x	\$ 1.50	=	\$ 2,996.74
Router Substrate Material to Shapes		700	x	\$ 10.48	=	\$ 7,333.48

Item	Size	Number of Hours	x	Rate Per Hour	=	Total Cost
Installation/Removal of Banners at OCFEC	Various	500	x	\$ 59.20	=	\$ 29,601.93

Item	Size	Number of Poles	x	Rate Per Pole	=	Total Cost
Installation of Street Banners	Various	180	x	\$ 82.84	=	\$ 14,910.60
Removal of Street Banners	Various	180	x	\$ 38.98	=	\$ 7,016.75

Item					=	Total Cost
City Permits (actual reimbursement only - fixed at \$5,000)					=	\$5,000.00

Item	Location	Number of Occurrences	x	Rate Per Occurrence	=	Total Cost
Delivery / Pick-Up	OCFEC	100	x	\$ 73.09	=	\$ 7,309.12

Item	Location	Number of days under 5 working days	x	Rate Per Occurrence	=	Total Cost
Rush Fee	OCFEC	4	x	\$ 10.00	=	\$ 10.00
Rush Fee	OCFEC	3	x	\$ 20.00	=	\$ 20.00
Rush Fee	OCFEC	2	x	\$ 50.00	=	\$ 50.00
Rush Fee	OCFEC	same day	x	\$ 100.00	=	\$ 100.00

CUMULATIVE TOTAL					=	Total Cost
May 1, 2027 - April 30, 2028					=	\$ 230,544.49

May 1, 2028 - April 30, 2029

Item	Size and/or Weight	Square Footage	x	Rate Per Square Foot	=	Total Cost
Mesh Banner	10 oz.	5,000	x	\$ 2.90	=	\$ 14,506.41
Vinyl	13 oz.	18,000	x	\$ 2.42	=	\$ 43,558.25
Blockout Vinyl for Double-Sided Banners	18 oz.	2,000	x	\$ 7.62	=	\$ 15,247.99
Self-Adhesive Vinyl	2 mil minimum	3,000	x	\$ 8.46	=	\$ 25,369.95
Perforated Window Film	standard	500	x	\$ 8.46	=	\$ 4,228.33
Coroplast	4 mm	3,000	x	\$ 3.64	=	\$ 10,928.59
Coroplast	6 mm	1,000	x	\$ 4.16	=	\$ 4,163.27
Coroplast	10 mm	250	x	\$ 4.68	=	\$ 1,170.92
White Gator Board	3/16"	1,500	x	\$ 4.16	=	\$ 6,244.91
White Gator Board	1/2"	500	x	\$ 4.68	=	\$ 2,341.84
White Foam Board	3/16"	1,500	x	\$ 3.64	=	\$ 5,464.30
White Foam Board	1/2"	500	x	\$ 4.16	=	\$ 2,081.64
DiBond	4 mm	300	x	\$ 8.85	=	\$ 2,654.09
MDO	1/2"	300	x	\$ 13.31	=	\$ 3,992.84
MDO	1"	300	x	\$ 13.43	=	\$ 4,027.97
Sintra	3 mm	1,500	x	\$ 4.68	=	\$ 7,025.52
Sintra	6 mm	500	x	\$ 5.50	=	\$ 2,751.66
Styrene	.020"	1,000	x	\$ 3.12	=	\$ 3,122.46
Styrene	.040"	1,000	x	\$ 3.64	=	\$ 3,642.86
Styrene	.060"	500	x	\$ 4.16	=	\$ 2,081.64
Styrene	.090"	500	x	\$ 4.42	=	\$ 2,211.74
Reinforced Webbing		2,000	x	\$ 1.60	=	\$ 3,200.52
Router Substrate Material to Shapes		700	x	\$ 11.19	=	\$ 7,832.16

Item	Size	Number of Hours	x	Rate Per Hour	=	Total Cost
Installation/Removal of Banners at OCFEC	Various	500	x	\$ 63.23	=	\$ 31,614.86

Item	Size	Number of Poles	x	Rate Per Pole	=	Total Cost
Installation of Street Banners	Various	180	x	\$ 88.47	=	\$ 15,924.52
Removal of Street Banners	Various	180	x	\$ 41.63	=	\$ 7,493.89

Item					=	Total Cost
City Permits (actual reimbursement only - fixed at \$5,000)					=	\$5,000.00

Item	Location	Number of Occurrences	x	Rate Per Occurrence	=	Total Cost
Delivery / Pick-Up	OCFEC	100	x	\$ 78.06	=	\$ 7,806.14

Item	Location	Number of days under 5 working days	x	Rate Per Occurrence	=	Total Cost
Rush Fee	OCFEC	4	x	\$ 10.00	=	\$ 10.00
Rush Fee	OCFEC	3	x	\$ 20.00	=	\$ 20.00
Rush Fee	OCFEC	2	x	\$ 50.00	=	\$ 50.00
Rush Fee	OCFEC	same day	x	\$ 100.00	=	\$ 100.00

CUMULATIVE TOTAL					=	Total Cost
May 1, 2028 - April 29, 2029					=	\$ 245,869.28

CUMULATIVE TOTAL - 5 YEARS					=	Total Cost
May 1, 2024 - April 29, 2029					=	\$ 1,085,549.21

OPTIONAL. The proposed amount below will not be counted toward total bid price. The District may or may not use this service. Failure to submit this section will NOT result in rejection.

Item	Location	Number of Banners/Signs	x	Rate Per Square Foot	=	Total Cost
Banner/Sign Cleaning 2024	OCFEC	900	x	\$ 1.23	=	\$ 1,107.00
Banner/Sign Cleaning 2025	OCFEC	900	x	\$ 1.32	=	\$ 1,188.00
Banner/Sign Cleaning 2026	OCFEC	900	x	\$ 1.43	=	\$ 1,287.00
Banner/Sign Cleaning 2027	OCFEC	900	x	\$ 1.68	=	\$ 1,512.00
Banner/Sign Cleaning 2028	OCFEC	900	x	\$ 1.86	=	\$ 1,674.00

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

<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 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01**I. Evidence of Coverage**

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSAs Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSAs. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CDSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CDSA Release and Waiver Form.

-End Exhibit E-



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EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone: _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

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EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING (CONT.)

OC Fair & Event Center

Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permit(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

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

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually.

Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

September 27, 2023

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: Addendum #1, IFB #: BS-05-24

The purpose of this addendum is to revise the components of the Invitation For Bid (IFB) for the Banner and Sign Printing and Installation Services. All terms and conditions of the original IFB remain unchanged.

Document to be revised as follows:

1. IFB, page 14, Part V, Statement of Work to Be Performed, Section A, Purpose and Background, 1.

Minimum Qualification Requirements:

Add: D. Bidder must posses either C-45 or D-42 license.

2. Financial Proposal Bid Form

Original:

Mesh Banner	13 oz.	5,000	x	\$ -	=	\$ -
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Change To:

Mesh Banner	10 oz.	5,000	x		=	\$ -
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Bidders must use the revised Financial Proposal Bid Form to submit their bid.

Important: It is the Bidder's responsibility to confirm in writing receipt of all addenda issued to this IFB. Failure to confirm in writing receipt of all addenda in any proposal will render the proposal non-responsive and result in its rejection. See IFB, page 10, Addenda (Changes to the IFB)

Thank you.

-End Addendum #1-

October 17, 2023

To: All Potential Bidders
From: Kelly Vu, Business Services Supervisor
Re: RFI #1, Q & A, IFB # BS-05-24

The purpose of this RFI (Request for Information) is to transmit “Questions and Answers” regarding the technical components of the IFB Banner and Sign Printing and Installation Services. All terms and conditions of the original IFB notice remain unchanged.

Questions and Answers

Questions:

1. Could you please clarify if sign companies with C45 (illuminated and non-illuminated signs) Contractor's license are eligible to submit proposals, or only those with qualified applicators license are eligible?

Answer: Bidder must posses a valid either D-42 or C-45 license. See addendum #1.

2. The 1st line items on the Financial Proposal Bid Form calls for 13oz mesh banner and as far as I know only 12oz, 10oz, 9oz, 8oz and 6oz are available, I have never seen or heard of a 13oz mesh banner. Do you know what company manufactures a 13oz mesh banner?

Answer: It's 10oz. See Addendum #1. Bidders must use the revised Financial Proposal Bid Form to submit their Proposal.

3. I reviewed the excel sheet, it's great what you provided with the overall square footage but what would be the quantity needed and sizes? Also, for the vinyl adhesive call out, are these simple decals or would majority of it be die-cut lettering?

Answer: For the number and size for banners and signs it varies from 22"x28" (sometimes even smaller) to 10'x80' and everything in between. There is no accurate way to provide the number and sizes of signs and banners we need in a given year. We order hundreds of signs and banners in all shapes and sizes in multiple quantities and quantities of 1. That's why we provide a total square foot amount that may be ordered.

For the vinyl adhesive it is for simple decals (sometimes cut to a circle or other shape). If we need something like die-cut lettering, we will ask for a quote from the contractor since it is not included in the contract pricing.

4. As we reviewed this we taken into consideration the year round events, can you identify the number of permits needed annually?

Answer: For now, the only permit needed is for installation and removal of the street light banners. We do not have street light banners for any event other than the OC Fair. Promoters that hold events on our property are not required to use our contracted sign/banner company and so typically make their own arrangements for street light banners.

5. What are next steps from submission and when can we expect a final determination?

Answer: After the bid opening, the District submit the award to the Board of Directors for approval. Once the Board approves the award, the District sends the contract to the Winning Bidder for signature.

6. Our company is a Limited Liability Company. Attachment 1 does not have that option. It only has Individual, Limited Partnership, General Partnership and Corporation. Could you please add LLC to it or advise how to proceed in this case.

Answer: A Limited Liability is either own by an individual or partnership. Check either Individual or Partnership.

7. Page 4 of IFB states that the bidder must submit "One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy"

Does this mean that we need to submit one copy of PDF required forms and excel file for a financial proposal? Or you want us to save the excel sheet as a pdf document, and submit a single combined pdf file?

Answer: The paragraph read as follow: One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (**Where applicable**.) There's no Microsoft copy applicable for this bid.

8. Where is the geographical area of all installations?

Answer: The majority (98%) of the installations take place on the OC Fair & Event Center property, the exception is installation of the street light banners which are placed on street lights near South Coast Plaza in Costa Mesa. Typically, there are 60 banners placed on 60 light poles in Costa Mesa. The pole locations may vary per year depending on pole availability and Marketing decision.

9. What is the estimated height and width of installation per location or area?

Answer: For banners being installed on our property, the height of installation varies from ground to top of an 8' fence to the highest area being about 50'. The majority of installations are in the 10'-20' height range. For width, it varies from 3' wide to 80' wide but the majority of spaces are between 10' and 40' wide.

10. What is the general timeline of insulation and printing trenches?

Answer: 80% of printing is needed between May and July with the heaviest printing needed mid-June through mid-July. The remaining 20% of printing will be requested throughout the year with a small spike at the end of March/beginning of April. 90% of installation is required around the last week of June through July 19 (for 2024). Street light banners are typically installed in mid-June. There may be some special project installation requested throughout the year, but very little.

11. On page 31, Line 3 it says the maximum amount of this agreement is: \$00,000.00 which is technically no value. Can you provide an update or clarity on the number?

Answer: This is a sample of the contract. The winning bidder will be entering the Standard Agreement as shown in the sample. The amount of the contract would be the bid amount.

12. The document states that OC Fair & Event Center hosts more than 150 events each year. And the district requires the installation and/or removal of banners and signs approximately 6 times per year on District property as well as at off-site locations. However, it does not specify the number of events that will require the services per this agreement. Are we to assume it will be in range and approximation of that detail?

Answer: The only events that requires installation/removal of banners are District produced events. The primary events are:

- Imaginology (in April)
- OC Fair (installation starts in June. Removal, if needed, is August)
- Street light banners for OC Fair (offsite installation in June removal in August)

In addition, some smaller district-produced events that *may* require installation are:

- Heroes Hall exhibit install typically of title wall graphics 1 or 2 times per year (generally self-adhesive vinyl)
- Potential of install of updated property graphics – banners/signs/wraps – 1 time per year or less.

Events hosted at OCFEC but produced by outside entities are not included in the scope of work for banner/sign installation/removal.

13. Could you please have a look at the updated excel sheet provided with addendum 1. Starting from line 123 from table May 1,2026-April 30,2027, it does not automatically calculate the total cost and we are only able to put in the Rate per Square footage,

because the file is locked. Is it ok to fill out only the Rate per Square Foot or you will provide an updated excel file, which will automatically calculate the total cost?

Answer: Please refer to revised Excel Spreadsheet. Bidders must used the revised spreadsheet as part of the Financial Proposal Bid Form.

14. Would you like both my company (the primary vendor) and my subcontractor to complete the Megan's Law Screening Certification? If allowed I plan to include an agreement with my subcontractor in the proposal, which will have them acknowledge and agree to all the terms and clauses. If you specifically require signatures from both parties for the Megan's Law Screening Certification, please let me know. Additionally if so, are there any other documents that require the same treatment?

Answer: Please refer to Part VIII of IFB, page 19 of 55, FORMS. Megan's Law screening is not required to be submitted with the bid proposal; however, it will be required at the time of the award is made to the Winning Bidder.

If you intend to submit a bid in response to this IFB, please send an email to ifb@ocfair.com to confirm that you have received this RFI No. 1.

-End RFI #1-

STANDARD AGREEMENT AMENDMENTR A F *KK* *jh* **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-129-20YR	#4
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SOUTHERN CALIFORNIA SOUND IMAGE, INC.

2. The term of this **FED ID:**

Agreement is **05/15/2020** through **12/31/2024**

3. The maximum amount of this **\$109,370 Amendment (Plus \$10,000 contingency)**

Agreement after this Amendment is: **\$546,850, Plus \$10,000 contingency per year**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-129-20YR, dated May 15, 2020, between the District and Southern California Sound Image Inc., for sound equipment and services for the Hanger Building at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is January 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide sound equipment and services for the Hanger Building for the OC Fair & Event Center by exercising the third option year at not to exceed ONE HUNDRED NINE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 00/100 (\$109,370.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed FIVE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 00/100 (\$546,850.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SOUTHERN CALIFORNIA SOUND IMAGE INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING RALPH WAGNER, CFO		
ADDRESS 2425 Auto Parkway, Escondido, CA 92029 (760) 737-3900; email: rwagner@sound-image.com		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: Southern California Sound Image, Inc.	CONTRACT NUMBER: SA-129-20YR	AMENDMENT NUMBER: #4
OCFEC CONTRACT MANAGER'S NAME: Jason Jacobsen, Director of Planning and Production	TITLE: Project Manager	DEPARTMENT: Planning and Production
PHONE NUMBER: (714) 7081549		
TYPE OF SERVICE: Sound Equipment Services		
ORIGINAL CONTRACT TERM (not including options)	START DATE: 5/15/2020	END DATE: 12/31/2021
ORIGINAL CONTRACT AMOUNT: \$218,740 Plus \$10,000 contingency/year		
EXERCISE OPTION YEAR 1	EXERCISE OPTION YEAR 2	EXERCISE OPTION YEAR 3
TERM: <u>1/1/2022 to 12/31/2022</u> <input type="checkbox"/>	TERM: <u>1/1/2023 to 12/31/2023</u> <input type="checkbox"/>	TERM: <u>1/1/2024 to 12/31/2024</u> <input checked="" type="checkbox"/> X
AMENDMENT AMOUNT: \$109,370 Plus \$10,000 Contingency	AMENDMENT AMOUNT: \$109,370 Plus \$10,000 contingency	AMENDMENT AMOUNT: \$109,370 Plus \$10,000 Contingency
EXERCISE OPTION YEAR 4		
TERM: <input type="checkbox"/> to AMENDMENT AMOUNT:		
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$546,850 plus \$10,000 contingency per year (Includes all option years)		

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory		
1. Contractor's adherence to the terms of the contract.		9
2. Quality of Contractor's work.		10
3. Contractor and staff's knowledge of the contract requirements		9
4. Contractor's cooperation/communication with the OC Fair & Event Center		9
5. Contractor's adherence to specified contract timelines/deadlines		9
6. Contractor's ability to work within contract amount		9
7. Effectiveness of Contractor's Project Manager		9
8. Accuracy of invoices		9
Overall Rating – Total points out of 80 points possible		73

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE: Jason Jacobsen PRINT NAME: Jason Jacobsen DATE: 11/2/2023

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENTR K A K F jh **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-130-20YR	#4
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT

2. The term of this **FED ID:**

Agreement is **05/15/2020** through **04/14/2025**

3. The maximum amount of this **\$18,105.00 Amendment plus \$10,000 contingency**

Agreement after this Amendment is: **\$195,655 Plus \$10,000 contingency per year**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-130-20YR, dated May 15, 2020, between the District and Pacific Coast Entertainment for sound equipment and services for Heritage and Action Sports Arena at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is April 15, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract Sound Equipment and Services for Heritage and Action Sports Arena for the OC Fair & Event Center by removing the costs for Equipment and Labor for Heritage from the original contract and deducting \$27,480 from the original contract for the 2024 Fair.
2. To exercise the third option year at not to exceed EIGHTEEN THOUSAND ONE HUNDRED AND FIVE DOLLARS AND 00/100 (\$18,105.00).

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND 00/100 (\$195,655.00) including all option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) BAR NONE GROUP, INC dba: PACIFIC COAST ENTERTAINMENT		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ryan Steidinger, CEO		
ADDRESS 7601 Woodwind Dr., Irvine, CA 92618 Tel: (714) 841-6455, email: ryan@pacificcoastentertainment.com		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: Bar None Group, Inc. DBA Pacific Coast Entertainment	CONTRACT NUMBER: SA-130-20YR	AMENDMENT NUMBER: #4	
OCFEC CONTRACT MANAGER'S NAME: Jason Jacobson	TITLE: Director of Planning And Production	DEPARTMENT: Planning and Production	
PHONE NUMBER: (714) 708-1549			
TYPE OF SERVICE: Sound equipment and services for Heritage Stage and Action Sports Arena			
ORIGINAL CONTRACT TERM (not including options)	START DATE: 5/15/20	END DATE: 4/14/2022	
ORIGINAL CONTRACT AMOUNT: \$87,780 plus \$10,000 contingency each year			
EXERCISE OPTION YEAR 1 TERM: <u>4/15/22 to 4/14/23</u>	EXERCISE OPTION YEAR 2 TERM: <u>4/15/23 to 4/14/24</u>	EXERCISE OPTION YEAR 3 TERM: <u>4/15/24 to 4/14/25</u>	EXERCISE OPTION YEAR 4 TERM: <u> </u>
AMENDMENT AMOUNT: \$44,885	AMENDMENT AMOUNT: \$44,885 Plus \$10,000 contingency	AMENDMENT AMOUNT: \$18,105	AMENDMENT AMOUNT: \$
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$195,655 Plus \$10,000 Contingency each year			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory		
1. Contractor's adherence to the terms of the contract.		9
2. Quality of Contractor's work.		9
3. Contractor and staff's knowledge of the contract requirements		10
4. Contractor's cooperation/communication with the OC Fair & Event Center		10
5. Contractor's adherence to specified contract timelines/deadlines		10
6. Contractor's ability to work within contract amount		9
7. Effectiveness of Contractor's Project Manager		10
8. Accuracy of invoices		10
Overall Rating – Total points out of 80 points possible		77

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE: Jason Jacobsen PRINT NAME: Jason Jacobsen DATE: 11/2/2023

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENTR K A K F jk **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-134-20FT	#4
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

BAR NONE GROUP INC. DBA: PACIFIC COAST ENTERTAINMENT INC.

2. The term of this

FED ID:

Agreement is **07/01/2020** through **12/31/2024**

3. The maximum amount of this **\$154,505 Amendment plus \$15,000 Contingency**

Agreement after this Amendment is: **\$762,025 Inclusion option years Plus \$15,000 contingency/Year**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-134-20FT, dated July 1, 2020, between the District and Bar None Group Inc. DBA: Pacific Coast Entertainment Inc., for Hanger and grounds video equipment and product services for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is January 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide Hanger and grounds video equipment and product services for the OC Fair & Event Center by exercising the third option year at not to exceed ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED FIVE DOLLARS AND 00/100 (\$154,505.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed SEVEN HUNDRED SIXTY-TWO THOUSAND TWENTY-FIVE DOLLARS AND 00/100 (\$762,025.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) BAR NONE GROUP INC. DBA: PACIFIC COAST ENTERTAINMENT INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ryan Steidinger, Chief Executive Officer		
ADDRESS 7601 Woodwind Drive, Huntington Beach, CA 92647 (714) 841-6455; email: ryan@gopce.com		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
<input type="checkbox"/> Exempt per:		

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: Bar None Group Inc. DBA: Pacific Coast Entertainment Inc.	CONTRACT NUMBER: SA-134-20FT	AMENDMENT NUMBER: #4	
OCFEC CONTRACT MANAGER'S NAME: Jason Jacobson	TITLE: Director of Planning and Production	DEPARTMENT: Planning and Production	
PHONE NUMBER: (714) 708-1549			
TYPE OF SERVICE: Hanger and grounds video equipment and product services			
ORIGINAL CONTRACT TERM START DATE: (not including options) 7/01/2020	END DATE: 12/31/2021	ORIGINAL CONTRACT AMOUNT: \$302,010 plus \$15,000 contingency/year	
EXERCISE OPTION YEAR 1 TERM: <u>1/1/2022 to 12/31/2022</u> <input type="checkbox"/>	EXERCISE OPTION YEAR 2 TERM: <u>1/1/2023 to 12/31/2023</u> <input type="checkbox"/>	EXERCISE OPTION YEAR 3 TERM: <u>1/1/2024 to 12/31/2024</u> <input checked="" type="checkbox"/> X AMENDMENT AMOUNT: \$154,505, plus \$15,000 contingency	EXERCISE OPTION YEAR 4 TERM: <u>to</u> <input type="checkbox"/> AMENDMENT AMOUNT:
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$762,025 (Includes all option years)			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory		
1. Contractor's adherence to the terms of the contract.		9
2. Quality of Contractor's work.		10
3. Contractor and staff's knowledge of the contract requirements		10
4. Contractor's cooperation/communication with the OC Fair & Event Center		10
5. Contractor's adherence to specified contract timelines/deadlines		9
6. Contractor's ability to work within contract amount		9
7. Effectiveness of Contractor's Project Manager		10
8. Accuracy of invoices		9
Overall Rating – Total points out of 80 points possible		76

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE: _____ PRINT NAME: _____ DATE: _____

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____