

**OC FAIR & EVENT CENTER**  
**STANDARD AGREEMENTS FOR BOARD APPROVAL**  
**NOVEMBER 2024**

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-229-24YR	Siemens Indusry, Inc.	Switchgear preventative maintenance Phase I	Year round	12/1/24-05/31/25		\$45,133.35
SA-005-25SP	Galileo Leraning LLC	Sponsorship	Imaginology	4/12/25-4/13/25	02/08/04	
SA-006-25FTYR	CWF, Inc. DBA: A-1 Event and Party Rentals	Event tenting and furniture rental services	Fair Time, Imaginology, Year Round	1/1/25-12/31/26 with 3, one year options		\$2,104,299.67; \$5,374,059.58 (with option years)
SA-007-25FTYR	Icolor Printing & Mailing, Inc.	Printing services marketiing material	Fair Time and Year Round	1/1/25-12/31/25		\$35,647.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-143-24YR (Amend #1)	Siteline Productions, Inc.	Create and install exhibit at Heroes Hall. To change the payment term	Year Round	9/9/24-12/31/25		\$0.00

**Amendments (Exercise Option)**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-005-21MB (Amend. #5)	Lisa Sexton	Entertainment marketing and booking services for the Pacific Amphitheatre. Third option year	Fair Time	01/01/21 - 12/31/25		\$264,378.00
SA-107-23PS (Amend. #2)	RK Diversified Entertainment, Inc.	Pacific Amphitheatre Production Services. First option year	Fair Time	06/01/23 - 12/31/25		\$265,000.00
SA-108-23PL (Amend. #2)	RK Diversified Entertainment, Inc.	Pacific Amphitheatre Lighting Services. First option year	Fair Time	06/01/23 - 12/31/25		\$296,574.32
SA-109-23-HA (Amend. #2)	RK Diversified Entertainment, Inc.	Hangar & Arena Production Services. First option year	Fair Time	06/01/23 - 12/31/25		\$174,740.69
SA-110-23-PA (Amend. #2)	Southern California Sound Image, Inc.	Pacific Amphitheatre Audio Services. First option year	Fair Time	06/01/23 - 12/31/25		\$356,962.00

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R *OC* A *KK* F *mar*

AGREEMENT NUMBER

**SA-229-24YR**

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**SIEMENS INDUSTRY, INC.**

The term of this  
Agreement is:

**12/01/2024**

through **05/31/2025**

**FED ID:**

3. The maximum amount

of this Agreement is: **\$45,133.35**

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 switchgear preventative maintenance services at the OC Fair & Event Center

Pages 2-5

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

Page 6

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

Pages 7-10

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

Pages 11-14

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

Pages 15-17

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

Pages 18-19

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

Pages 20

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

Pages 21-25

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.)

**Siemens Industry, Inc.**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Julie Slick, Branch Manager**

CONTRACTOR BUSINESS ADDRESS

**100 Technology Drive, Alpharetta, GA 30005**

*California Department of General  
Services Use Only*

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> 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**

Exempt per:



**Siemen Industry, Inc.**  
**SA-229-24YR**  
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## EXHIBIT A – SCOPE OF WORK

### CONTRACT REPRESENTATIVES

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

**Siemens Industry, Inc.**  
**Cesar Medina, Sales Executive**  
**Email: cesar.medina@siemens.com**

The Contractor's bid proposal for the Switchgear Maintenance, dated August 15, 2024, 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.

### Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

### GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**Scope of Work:**

Perform NFPA 70B Mandated Electrical Maintenance.

Technicians will clean and inspect all readily accessible areas of the following electrical equipment.

Test will consist of:

- a) Insulation Resistance Testing (Megger testing) (Breakers, Switchboards, & Transformers).
- b) Digital Low Resistance Ohmmeter Testing (DLRO) (Breakers, Switchboards, & Transformers).
- c) Test functions of the trip unit by means of secondary injection- Breakers Only
- d) Winding Digital Low Resistance Testing-Transformers only.
- e) Transformer Turns Ratio (TTR) Testing-Transformers Only.

Note: Breaker testing limited to 277V or above

**Assets**

**Lot J – Outdoor PMT**

- Two (2ea) outdoor switchboards
- 400-amp breaker x5
- 225-amp breaker x7
- 100-amp breaker x2
- 200-amp breaker x8
- 20-amp breaker
- Fabricate a metal plate to cover up a hole.
- 500KVA 480/208/120V dry type transformer

**Sixteen (16ea) Identical Outdoor PMTs**

- One (1ea) outdoor switchboard
- 400-amp breaker x9
- 225-amp breaker x2
- 100-amp breaker
- 120-amp breaker

**Pac Amp Stage Electrical Room**

- 150KVA 480/208/120 dry transformer
- **600-amp main 480/277 3-phase line up with 15 breakers total**
  - 100-amp breaker x 3
    - 60-amp breaker x8
    - 200-amp breaker

Siemen Industry, Inc.

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- 400-amp breaker
- 600-amp main breaker
- 30-amp main breaker
- **3000-amp main 480/277 3phase line up with 16 breakers total**
  - 175-amp breaker
  - Amp main breaker
  - 600-amp main breaker
  - 400-amp breaker x2
  - Amp breakers x 5
  - 40-amp breaker x2
  - 100-amp breaker x3
  - 150-amp main breaker
  - 500 KVA 480/208/120 dry transformer
  - 225 KVA 480/208/120 dry transformer
- **800-amp main 208/120 panel with 16 breakers total**
  - 50-amp x2
  - 60-amp x2
  - 100-amp x10
  - 400-amp x 2
  - 112.5 KVA 480/208/120 dry transformer
  - 500 KVA 480/208/120 dry transformer
  - 500 KVA 480/208/120 dry transformer
  - 300 KVA 480/208/120 dry transformer
  - 800-amp main 208/120 panel
  - Amp breakers x 15

All equipment referenced in the equipment list will be tested in accordance with Siemens Standard Testing Procedures. These procedures are in accordance with the Nation Electrical Testing Association, National Institute for Certification in Engineering Technologies and associated industry standards. An overview of the testing procedures to be performed are listed below for each electrical distribution device. Please review these items and let me know if you have any questions or comments. Upon completion of testing a detailed report will be provided for review.

## Inclusions

- Provide required safety equipment, and documentation upon request
- Provide a report including findings and test data upon completion of work
- Provide the necessary field service engineers, technicians, tools and approved test equipment to complete the testing or commissioning of equipment as described herein
- Provide all safety equipment and documentation as necessary

**Siemen Industry, Inc.**  
**SA-229-24YR**  
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### **Exclusions**

- Price does not include High Current Injection Testing for Circuit Breakers.
- Price does not include Infrared Thermography of equipment. This can be quoted separately if required.
- Coordinate with utility to schedule any outages required and pay fees.
- Provide equipment necessary to offload and move Siemen's equipment within customer facility.
- It is the customers responsibility to remove any asbestos materials related to this project.

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

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

- End Exhibit A-

### EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

#### BUDGET DETAIL:

District Account #: 5100-20

#### 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. Invoice to be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

#### Payment Rates:

Phasing	LOCATION	FINANCIAL
Phase I	Lot J - Outdoor PMT	11,266.67
	First Outdoor PMT	8,466.67
	Second Outdoor PMT	8,466.67
	Third Outdoor PMT	8,466.67
	Fourth Outdoor PMT	8,466.67
TOTAL:		45133.35

\* The price quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, insurance, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel or any other related services required. The District shall not be billed for any costs that were not included in the contract.

\*\* Any modification at the site that results in price change shall be pre-approved by the OC Fair & Event Center Contract Representative.

## EXHIBIT C – GENERAL TERMS AND CONDITIONS

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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.)**

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**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.)**

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- 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.)**

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**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

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#### 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.)**

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**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](http://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.)**

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**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-

Siemens Industry, Inc.  
SA-229-24YR  
PAGE 18 of 25



**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):	<input type="checkbox"/> Contractor	<input type="checkbox"/> Consultant	<input type="checkbox"/> Concessionaire
	<input type="checkbox"/> Entertainer	<input type="checkbox"/> Exhibitor	<input type="checkbox"/> 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

**Siemens Industry, Inc.**  
**SA-229-24YR**  
**PAGE 19 of 25**



**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)

-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](mailto: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 32<sup>nd</sup> 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 32<sup>nd</sup> 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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R                    A                    F

AGREEMENT NUMBER

**SA-006-25FTYR**

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**CWF, INC. DBA: A-1 EVENT AND PARTY RENTALS**

The term of this

**01/01/2025 through 12/31/2026**

**FED ID:**

Agreement is:

**With three, one-year options**

**1/1/2027-12/31/2027; 1/1/2028-12/31/2028; 1/1/2029-12/31/2029**

3. The maximum amount

of this Agreement is:

**\$2,104,299.67; \$5,374,059.58 with option years**

**2025 - \$1,049,290.23; 2026 - \$1,055,009.44; 2027 - \$1,081,699.01; 2028 - \$1,081,699.01**

**2029 - \$1,106,361.89 (Amounts include contingency)**

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 event tenting & furniture rental services at the OC Fair & Event Center

Pages 2-9

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

Page 10

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

Pages 37-40

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

Pages 41-44

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

Pages 45-47

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

Pages 48-49

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

Pages 50

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

Pages 51-55

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.)

**CWF, Inc. DBA: A-1 Event and Party Rentals**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Rene Martinez, COO**

CONTRACTOR BUSINESS ADDRESS

**251 E. Front Street, Covina, CA 91723**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> 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**

*California Department of General Services Use Only*

Exempt per:

## EXHIBIT A – SCOPE OF WORK

### CONTRACT REPRESENTATIVES

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
Jason Jacobson, Planning and Production Director  
Phone (714) 708-1549

**A-1 Event and Party Rentals**

Rene Martinez, COO

Email: [rene@a1partyrental.com](mailto:rene@a1partyrental.com)

The District's Request For Proposal (RFP) for Event Tenting & Furniture Rentals Services, released October 7, 2024, 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 Event Tenting & Furniture Rentals Services, dated October 19, 2024, 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.

### Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

### GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

### Scope of Work:

#### **A. GENERAL REQUIREMENTS**

1. Contractor provides all equipment and materials necessary to perform the required duties, at a contracted rate per item, as indicated herein and on the Financial Proposal Bid Form. All pricing should include labor, delivery/fuel charges, equipment, installation, teardown, hole patching, and engineering drawings.
2. Contractor shall be required to set up in buildings and outdoor areas, including the Pacific Amphitheatre and the Action Sports Arena/Grandstand Arena, as specified on District-provided layouts (see RFP Part VIII – Exhibits A through E).
3. Contractor should own a substantial percentage of the equipment used in the service of this Agreement and be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor will need to properly tag such inventory, as required in RFP, Part V – Section B, Item 1, and deliver to the District. Under no circumstances will an entity outside the awarded Contractor interface with or deliver equipment to the District.
4. At teardown, Contractor will patch all holes made in the asphalt by rental equipment. Hole patching will be completed by filling hole(s) with sand or gravel to the top of soil substrate; filling remainder of the hole (depth of existing pavement) with cold patch asphalt and compacting to prevent sinking; and cleaning up all excess material.
5. All equipment and labor required for setup and teardown needs to be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of tents, awning, and exhibit décor. The cost associated for this equipment shall be included within the rental cost for each applicable item reflected on the RFP, Financial Proposal Bid Form.
6. Equipment categories (tent/canopy, pipe and drapery, and furniture), specifications (size, color), location, and tentative setup schedules will be provided to Contractor a minimum of three (3) weeks prior to the setup of Imaginology and up to six (6) weeks prior to setup of the OC Fair. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of the RFP will be implemented.
7. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, but are subject to final requirements. Tent colors are subject to final approval by District Management.
8. All tents and canopies must be secured in a safe manner to prevent tipping or lifting due to wind or other influences. Staking may be used where approved by District Management. Base plates, weights, anchors, concrete blocks or other items used to secure tents must be included in the cost of the canopy where staking is not permitted. Contractor will be responsible for determining the appropriate method to secure tenting and will be held liable for any issues resulting from the unsafe installation of tents and canopies. No water barrels will be permitted to be used as anchors per The OFFICE OF THE STATE FIRE MARSHAL.
9. The final layout of tents and canopies may vary for each event from year to year. The location and position of the equipment will be identified by District Management. It is Contractor's responsibility to work with the OC Fair logistics team to ensure accurate placement.
10. The District cannot guarantee a minimum and/or maximum amount of any order. The actual final requirements will be contingent upon the term of the event, scheduling, exhibits, entertainment, available space, and varying theme established for each event.
11. The District may occasionally require items not called out in the RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates will be determined and agreed upon by the District prior to the delivery and installation of items.
12. The contracted "per item" rate on the Financial Proposal Bid Form will cover the entire rental period for the applicable event, either Imaginology or the annual OC Fair. If the District requests to keep the items beyond the agreed upon rental period, a daily, weekly or monthly rental fee, as applicable, will apply per the Financial Proposal Bid Form.
13. Contractor will need to provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, tents, etc., as requested by the District.

14. Upon contract approval, Contractor can immediately begin an analysis and development of structures for the 2025 OC Fair; the placement of which will coincide with existing infrastructure and/or utilities.

## B. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment should be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety.
3. All equipment must be clean and in excellent condition. The District reserves the right to approve the color, condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District.
4. All large tents or canopies should be clear span.
5. All chairs should be heavy-duty commercial grade with a certified static weight capacity of three hundred pounds (300 lbs.) or more.
6. Hardware for each category will need to convey a quality image: clean; brushed aluminum or rust-free steel for structures; no visible tape or tape residue or any other unsightly remnants.
7. All canvas or fabric for tents and canopies, and banjo cloth or velon for drapery should be in new or near new condition; free from fading, discoloration, or holes; and colors need to match consistently throughout applications and property locations.
8. Sidewalls, drops, tops, floor coverings and decorative materials must be composed of flame-resistant material or treated with a flame-retardant material in an approved manner. All materials used within the structures must comply with the flame propagation performance criteria of NFPA 701 and California Fire Code.
9. All materials should display a flame certificate. If a certificate is not displayed, Contractor will be required to present proof that material is flame resistant upon demand by District Management and/or the California State Fire Marshal.
10. Exit signs will need to be installed when occupant load is in excess of fifty (50) people and be of an approved self-luminous type supplied in the following manner:
  - a. For occupant loads of three hundred (300) or less, two (2) separate circuits, one (1) of which will be separated from all other circuits; **or**
  - b. For occupant loads of three hundred (300) or more, two (2) separate sources of power, one (1) of which shall be an approved emergency system, shall be provided. Emergency systems shall be supplied from storage batteries or from the onsite generator set and system shall be installed in accordance with the California Electrical Code.
11. Exit doors shall swing in the direction of exit travel. To avoid hazardous air and pressure loss in air-supported membrane structures, such doors shall be automatic closing against operating pressures. Openings force at the door edge shall not exceed fifteen (15) pounds.
12. Every room or space that is an "Assembly Occupancy" shall have the occupant load of the room or space posted in a conspicuous place near the main exit or exit access doorway from the room or space. **[CFC §1004.3]**
13. Exits shall be spaced at approximately equal intervals around the perimeter of the temporary membrane structure or tent and shall be located such that all points are one hundred feet (100') or less from an exit. **[CFC §2403.12.1]**
14. Exits shall be provided in accordance with government standards and guidelines for safety.

15. Contractor shall be in compliance with California Fire Code and California Code of Regulations.
16. All structures shall have, current, California approved fire extinguishers as required by California State Law.
17. All tents and structures shall have standard lighting installed in them. Additional needs will be noted in orders.
18. Damage to contractors equipment must be notified to the district immediately prior to leaving the property so the district can make a damage report, inspect and take photos.

## **C. EVENT SET-UP AND TEAR DOWN**

1. General Requirements
  - a. Labor
    - i. Labor shall include all delivery, installation, and removal services.
    - ii. Typically, installation will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. A detailed delivery and installation schedule will be provided to Contractor by the District, and Contractor will need to ensure the schedule is adhered to as specified. Contractor will ensure equipment can be unloaded from the delivery truck(s) in the order and per the times detailed in the schedule. Deliveries will occur in the order of the daily delivery schedule at or close to the scheduled delivery time. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily delivery and installation schedule. A schedule from the 2024 OC Fair has been provided in the RFP, Part IX – Exhibit C to show Bidders an example of a high-volume installation day.
    - iii. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
  - b. Project/Site Manager
    - i. The Project/Site Manager shall be separate from the installation crew.
    - ii. This individual shall be onsite for all delivery/installation days approximately two (2) weeks prior to the OC Fair as well as four (4) days following the close of the OC Fair to supervise setup and teardown, respectively. The District may also require the Project/Site Manager to be onsite for significant deliveries/installations/removals taking place during the OC Fair. The final schedule of required days onsite will be approved by the District prior to the arrival of the Project/Site Manager, and may be modified as determined necessary by the District.
    - iii. The Project/Site Manager shall check in daily with appointed District personnel, and shall have knowledge of the daily project schedule and update District staff as appropriate.
    - iv. District shall provide portable office space and a radio for the Project/Site Manager while onsite performing the services of this contract.
    - v. The District shall be billed based upon a daily rate inclusive of all time and expenses per the Financial Proposal Bid Form. When the Project/Site Manager is onsite for installation or removal purposes, the District expects a full day's work and the District will pay a daily rate for these efforts. The District will also allow the Project/Site Manager to work half-day if the delivery schedule will allow. In this case, the District shall be charged one-half the daily rate.

- vi. Charges for the Project/Site Manager shall only be billed to the District for work performed onsite and in the direct capacity of supervising delivery, installation, and removal services. The District shall not be charged for pre or post-Fair meetings attended by the Project/Site Manager or any of Contractor's employees.
- vii. During the term of this Agreement, the District shall retain the right to modify the Project/Site Manager's existing duties and/or eliminate the role entirely.

c. Check-In and Check-Out

- i. All services, including, but not limited to, delivery, installation and removal shall be coordinated through the District's designated personnel. Specifically:
  - 1. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while drivers and/or installation crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed;
  - 2. Contractor's driver(s) shall sign in with the District personnel and present a copy of the dispatch ticket reflecting the driver's name prior to delivering any equipment;
  - 3. Delivery of equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo, are in proper operating condition, and are maintained and cleaned in a professional, like-new/gently used condition. Photos provided by Contractor in response to the RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per RFP, Part V, Section B, Item 1 will be rejected by the District and shall be immediately tagged or replaced by Contractor;
  - 4. Contractor shall maintain delivery/pick-up log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity delivered by Contractor. This log/mechanism shall be signed by the District representative who receives/accepts and/or returns the items;
  - 5. The District retains the right to audit Contractor for adherence to these procedures at any time during the term of the contract; and
  - 6. The District retains the right to modify these procedures in any way during the term of the contract to ensure accuracy of the billing for services received.
- ii. When Project/Site Manager (RFP, Part V, Section B, General Requirements, Item b) is onsite, he/she shall be the sole point of contact for checking in and out with assigned District personnel.

2. Imaginology

Contractor will provide tenting, drapery and furniture rentals for the annual Imaginology event. Setup generally begins two (2) weeks prior to the event and teardown begins the day after the event closes. Contractor is allowed up to one (1) week for completion of teardown. RFP, Part IVIII Exhibit B has been provided to show the property utilized during Imaginology.

3. Annual OC Fair

Contractor will be required to provide tenting, drapery and furniture rentals for the annual OC Fair each July-August. Setup generally begins three to four (3-4) weeks prior to the event and teardown begins the day after the event closes. Contractor must supply a Project/Site Manager (RFP, Part V, Section C, Item b) for a minimum of two (2) weeks during setup or as specified by the District. Contractor is allowed up to two (2) weeks for

completion of teardown or as communicated by the District. In addition, smaller events occur inside the OC Fair which require Contractor to setup and/or teardown rental equipment approximately fifteen (20) days or more during the OC Fair.

The 2024 OC Fair Equipment List and Schedule has been included in the RFP, Part VIII – Exhibit D for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The document also demonstrates examples of required timing of installation and removal. The schedules for the 2025 OC Fair and subsequent annual fairs will be developed annually and will change from year to year based on dates of the event, quantity, dimensions, and locations of equipment, etc.

- d. As/if required by Contractor during installation and removal periods, the District will provide temporary outdoor storage either onsite or at a nearby offsite location. The size of the requested temporary storage location will be mutually agreed to prior to the annual OC Fair based upon Contractor's anticipated space needs. Contractor is responsible for securing the storage area and/or facility by utilizing fencing, storage containers or a box truck. The District shall not be charged for any equipment utilized to set up and/or secure this area.

#### **D. ORDER MANAGEMENT**

1. The District shall supply a schedule to Contractor in an Excel spreadsheet, or other such report, which contains equipment categories (tent/canopy, pipe and drapery, and furniture), specifications (size, color), location, and tentative setup. The 2024 OC Fair Equipment List and Schedule has been provided in RFP, Part VIII – Exhibit D to give Bidders an understanding of the typical information supplied at the time of order.
2. Contractor shall generate order sheets based upon the information contained in the District's schedule and input their corresponding order number into said spreadsheet, or other such report, for each line item. Contractor shall supply the District with a binder containing all order sheets separated and tabbed by date of delivery.
3. Contractor shall attend at a mutually agreeable time a Pre-Imaginology/Pre-Fair meeting with District personnel to review an order in its entirety. Contractor shall also attend a Post-Imaginology/Post-Fair meeting to discuss opportunities and expectations for the following year.
4. The District will provide a list of personnel who are authorized to request changes, corrections and/or additions to the scheduled order. These authorized individuals shall be the only points of contact, and Contractor shall not accept instructions from or convey information to anyone not listed. The District and Contractor shall establish the process for change orders after award of the contract and prior to the first event.

#### **E. EQUIPMENT DEFINITIONS AND BIDDING INSTRUCTIONS**

The below equipment list identifies the items most commonly utilized by the District. The District does not guarantee the minimum or maximum amount of equipment that will be used at each event.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in the RFP must be included in the rental/installation pricing submitted in the Contractor's Financial Proposal Bid Form, as applicable. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. Requirements including, but not limited to, California State approved fire extinguishers for tents, all anchoring mechanisms, or any other items necessary to secure pipe/drapery to prevent tipping or collapse and to secure tents where staking is not permitted, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fee (explain in detail), if applicable.

Bidders must factor in inflation, wage increase or any other potential costs.

All equipment must be supplied per District specifications. Colors may not be substituted without the express approval of the District personnel authorized to make such changes as noted in RFP, Part V, Section D, Item 4.

Bidders should read the following carefully to gain a better understanding of the bid requirements for each item:

- Canopies/Tents** – Canopies shall be available in eight-foot (8') and ten-foot (10') heights and in a variety of dimensions and colors. Typical color requirements include red/white, blue/white, green/white, yellow/white and white. On occasion, mesh canopies are requested. All canopies/tents must be secured in a safe manner to prevent tipping or lifting due to wind or other influences. In many areas staking may be used. In areas that cannot be staked, Contractor shall provide base plates, weights, anchors or other items used to secure tents and must be included in the cost of the canopy where staking is not permitted. Water barrels are no longer permitted as anchors.

**Bid:** Bid a “per unit” cost on all canopies/tents where sizes are indicated.

- Structures** – The District typically utilizes square or rectangular structures; however, octagonal and round structures are required on occasion based on the needs of the event. Please note that a structure is different than a canopy or tent in that its construction consists of steel beams and skins. Skins are pulled taut between each beam. All structures shall be clear span. RFP, Part VIII, Exhibit E has been provided to show Bidders an example of a structure utilized during the 2024 OC Fair and should be used for reference purposes only.

**Bid:** Bid a “per square foot” cost, which shall include side filler panels and end panels.

- Vinyl/Mesh Wall** – The District requires wall installation on canopies, fencing, and as freestanding wall. Some canopy and freestanding wall types will be installed “fixed” back or side walls and some will be installed such that they can slide open and closed. Wall types need to be available in three-foot (3'), six-foot (6'), eight-foot (8') and ten-foot (10') heights, as well as in a variety of colors. Typical color requirements include red/white, blue/white, green/white, yellow/white and white. The majority of the wall requested will be vinyl; however, the District may request mesh/screen wall on occasion.

**Bid:** Bid a “per linear foot” cost for each type of wall and sliding cable.

- Drapery (“Pipe & Drape”)** – The District utilizes velon and banjo cloth pipe and drape. Pipe and drape may be setup/configured in L-shapes, straight runs, and standard and custom booth configurations.

Pipe and drape booths are typically configured with eight-foot (8') high rear walls and three-foot (3') high sidewalls. On occasion, pipe and drape booths are requested with eight-foot (8') high rear walls and eight-foot (8') high side walls.

Drapery must consistently fall at the same length for all applications.

Contractor is responsible for ensuring pipe and drape is secured in a safe manner to prevent tipping or collapse and will be held liable for any issues resulting from the unsafe installation of pipe and drape.

**Bid:** Bid a “per unit” cost for pipe and drape booths. Bid a per linear foot cost for L-shapes, straight runs, and other custom configurations. A fully enclosed booth will be considered a “custom configuration.”

- Seating** – The District requires Samsonite-type plastic folding chairs in a variety of colors, including, but not limited to, black, blue, sand, and white. Bar stools need to be black, upholstered and contain a backrest. Wood chairs need to be available in black and white and have padded seats. Banquet chairs should be stackable and available in a variety of colors, including, but not limited to, black.

**Bid:** Bid a “per unit” cost for each type of seat indicated.

- Lighting** – Lighting shall be available in LED lighting (i.e. 60-200 watt LEDs) for all tents and High Bay lighting(100-300 watt LEDs) for larger structures. All tents and structures must have lighting for safety unless specified. Fixtures shall be consistent in both product and appearance. Fluorescent lighting is not acceptable. Note: Contractor responsible to supply cords for lighting and drop to ground only after confirming with the district

on correct location. If contractor fails to confirm with district prior to installing lighting cables and they are in the wrong location, contractor is responsible for correcting. The District is responsible for hook-up.

**Bid:** Bid a "per unit" cost for each type of lighting indicated.

7. **Floor Covering** – Astroturf will need to be available in a variety of colors, including, but not limited to, blue, black, green, red and tan. Carpeting shall be available in a variety of colors including, but not limited to, black and charcoal gray.

**Bid:** Bid a "per square foot" cost on floor covering.

8. **Tables and Table Covers** – The District orders rectangular tables, rectangular conference tables, round tables, quarter round tables, and half round tables. Rectangular tables are most commonly ordered in four-foot (4'), six-foot (6'), and eight-foot (8') lengths. Tables shall be constructed of a durable wood material. Rectangular tables shall be 30" wide and trestle tables shall be 15" wide.

Table covers shall be available in a variety of colors, including, but not limited to blue, black, green, red and white. Table covers are ordered in velon, heavy-duty vinyl, and cloth material. Table covers are expected to reach the floor on all sides unless otherwise specified.

**Bid:** Bid a "per unit" cost for each type of table indicated. Bid a "per set" (four (4) per set) cost for extension legs. Bid a "per unit" purchase price for velon and vinyl material table covers. Bid a "per unit" rental cost for cloth material table covers.

9. **Stanchions** – Stanchions may be requested in retractable, plastic or chrome with a plastic chain or a velour rope.

**Bid:** Bid a "per unit" cost on each stanchion base, chrome and plastic. Bid a "per linear foot" cost on the plastic chain and velour rope.

10. **Chrome Garment Racks** – Chrome garment racks must be sturdy and contain wheels for easy portability.

**Bid:** Bid a "per unit" cost for this item.

11. **Picket Fencing** – Picket fencing must be provided in three-foot (3') high x eight-foot (8') long sections, constructed of wood and painted white.

**Bid:** Bid a "per unit" cost for this item.

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

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

### **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

#### **BUDGET DETAIL:**

District Account #: 5100, 5220 – Accounts are varied depending on events.

#### **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 52775. Invoice to be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

PRICING FOR: FAIR 2025 (July through August)

BIDDER MUST COMPLETE ALL CELLS INCLUDING THE EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.

Contract Year: January 1, 2025 - December 31, 2025							
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Fair	=	OC Fair Total
<b>Tents/Canopies</b>							
Festival / Pagoda	8 x 8	Each	2	x \$ 125.00	= \$ 250.00		
Festival / Pagoda	10 x 10	Each	112	x \$ 125.00	= \$ 14,000.00		
Festival / Pagoda	10 x 15	Each	25	x \$ 155.00	= \$ 3,875.00		
Festival / Pagoda	10 x 20	Each	32	x \$ 225.00	= \$ 7,200.00		
Festival / Pagoda	10 x 25	Each	1	x \$ 250.00	= \$ 250.00		
Festival / Pagoda	10 x 30	Each	12	x \$ 325.00	= \$ 3,900.00		
Festival / Pagoda	10 x 40	Each	2	x \$ 425.00	= \$ 850.00		
Festival / Pagoda	15 x 15	Each	30	x \$ 325.00	= \$ 9,750.00		
Festival / Pagoda	15 x 20	Each	10	x \$ 425.00	= \$ 4,250.00		
Festival / Pagoda	15 x 30	Each	5	x \$ 475.00	= \$ 2,375.00		
Festival / Pagoda	20 x 20	Each	35	x \$ 425.00	= \$ 14,875.00		
Festival / Pagoda	20 x 30	Each	10	x \$ 625.00	= \$ 6,250.00		
Festival / Pagoda	20 x 35	Each	1	x \$ 725.00	= \$ 725.00		
Festival / Pagoda	20 x 40	Each	2	x \$ 825.00	= \$ 1,650.00		
Festival / Pagoda	20 x 60	Each	3	x \$ 1,250.00	= \$ 3,750.00		
Festival / Pagoda	25 x 25	Each	2	x \$ 625.00	= \$ 1,250.00		
Festival / Pagoda	30 x 40	Each	4	x \$ 1,150.00	= \$ 4,600.00		
Festival / Pagoda	30 x 50	Each	3	x \$ 1,474.00	= \$ 4,422.00		
Frame	10 x 10	Each	3	x \$ 125.00	= \$ 375.00		
Frame	10 x 15	Each	1	x \$ 165.00	= \$ 165.00		
Frame	10 x 20	Each	6	x \$ 225.00	= \$ 1,350.00		
Frame	10 x 30	Each	1	x \$ 325.00	= \$ 325.00		
Frame	15 x 15	Each	3	x \$ 325.00	= \$ 975.00		
Frame	20 x 20	Each	5	x \$ 425.00	= \$ 2,125.00		
Frame	20 x 30	Each	2	x \$ 625.00	= \$ 1,250.00		
Frame	30 x 30	Each	1	x \$ 950.00	= \$ 950.00		
Frame	30 x 40	Each	1	x \$ 1,250.00	= \$ 1,250.00		
Frame	30 x 50	Each	1	x \$ 1,474.00	= \$ 1,474.00		
Frame	30 x 60	Each	5	x \$ 1,850.00	= \$ 9,250.00		
Frame	30 x 70	Each	2	x \$ 1,700.00	= \$ 3,400.00		
Frame	40 x 40	Each	1	x \$ 1,700.00	= \$ 1,700.00		
Frame	40 x 60	Each	1	x \$ 2,500.00	= \$ 2,500.00		
Frame	50 x 50	Each	1	x \$ 2,600.00	= \$ 2,600.00		
Frame	30' Octagon	Each	2	x \$ 1,200.00	= \$ 2,400.00		
Frame	40' Octagon	Each	1	x \$ 1,800.00	= \$ 1,800.00		
Frame	8 x 30	Each	3	x \$ 80.00	= \$ 270.00		
Flat Top	3 x 15	Each	1	x \$ 50.00	= \$ 50.00		
Flat Top	10 x 20	Each	1	x \$ 250.00	= \$ 250.00		
Flat Top	20 x 20	Each	2	x \$ 400.00	= \$ 800.00		
Flat Top	7 x 7	Each	1	x \$ 40.00	= \$ 40.00		
Flat Top	6 x 20	Each	1	x \$ 80.00	= \$ 80.00		
Concrete Block	150 lb.	Each	150	x \$ 25.00	= \$ 3,750.00		
Concrete Block	350 lb.	Each	70	x \$ 25.00	= \$ 1,750.00		
Concrete Block	500 lb.	Each	100	x \$ 30.00	= \$ 3,000.00		
Concrete Block	700 lb.	Each	20	x \$ 30.00	= \$ 600.00		
Concrete Block	1750 lb.	Each	20	x \$ 35.00	= \$ 700.00		
Concrete Block	3500 lb.	Each	20	x \$ 35.00	= \$ 700.00		
Banner Frame	N/A	Square Foot	2500	x \$ 10.00	= \$ 25,000.00		
<b>Structures</b>							
Structure Clear Span	80' x 60'	Each	1	x \$ 8,400.00	= \$ 8,400.00		
Structure Clear Span	100' x 100'	Each	1	x \$ 17,500.00	= \$ 17,500.00		
Structure Clear Span	120' x 120'	Each	1	x \$ 25,200.00	= \$ 25,200.00		
Structure Clear Span	60' x 90'	Each	1	x \$ 9,450.00	= \$ 9,450.00		
Structure Engineering	80' x 60'	Each	1	x \$ 2,000.00	= \$ 2,000.00		
Structure Engineering	100' x 100'	Each	1	x \$ 2,000.00	= \$ 2,000.00		
Structure Engineering	120' x 120'	Each	1	x \$ 2,000.00	= \$ 2,000.00		
Structure Engineering	60' x 90'	Each	1	x \$ 2,000.00	= \$ 2,000.00		

PRICING FOR: FAIR 2025 (July through August)

BIDDER MUST COMPLETE ALL CELLS INCLUDING THE EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION

Contract Year: January 1, 2025 - December 31, 2025

Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Fair	=	OC Fair Total
<b>Fencing</b>							
Metal Barricades	N/A	Each	50	x \$ 50.00	= \$		2,500.00
Market Picket Fence	Vinyl	Each	30	x \$ 45.00	= \$		1,350.00
Picket Fence	3' x 8'	Feet	640	x \$ 4.00	= \$		2,560.00
Lattice Panel	N/A	Each	30	x \$ 40.00	= \$		1,200.00
<b>Vinyl Wall</b>							
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	7,500	x \$ 2.00	= \$		15,000.00
Fence	3', 6', 8', 10' Heights	Linear Foot	9,000	x \$ 2.25	= \$		20,250.00
Freestanding	3', 6', 8', 10' Heights	Linear Foot	2,500	x \$ 3.50	= \$		8,750.00
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	300	x \$ 4.50	= \$		1,350.00
Sliding Cable	N/A	Linear Foot	3,500	x \$ 2.00	= \$		7,000.00
8' (Tall) Fence Wall - WHITE	8' Heights	Linear Foot	5,100	x \$ 2.00	= \$		10,200.00
8' (Tall) Fence Wall - BLUE/WHITE	8' Heights	Linear Foot	640	x \$ 2.00	= \$		1,280.00
8' (Tall) Fence Wall - YELLOW/WHITE	8' Heights	Linear Foot	500	x \$ 2.00	= \$		1,000.00
8' (Tall) Fence Wall - GREEN/WHITE	8' Heights	Linear Foot	500	x \$ 2.00	= \$		1,000.00
8' (Tall) Fence Wall - ORANGE/WHITE	8' Heights	Linear Foot	675	x \$ 2.00	= \$		1,350.00
<b>Pole Wrap (with velon)</b>							
Pole Wrap Tent Leg	8' and 10' Heights	Per Leg	100	x \$ 20.00	= \$		2,000.00
Pole Wrap Misc	N/A	Linear Foot	250	x \$ 2.00	= \$		500.00
<b>Pipe &amp; Drape</b>							
Banjo Cloth w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.50	= \$		3,500.00
Banjo Cloth w/ Colors	8' Heights	Linear Foot	2,000	x \$ 3.50	= \$		7,000.00
Velon w/ Colors	3' Heights	Linear Foot	1,000	x \$ 7.00	= \$		7,000.00
Velon w/ Colors	8' Heights	Linear Foot	2,000	x \$ 8.00	= \$		16,000.00
Satin w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.50	= \$		3,500.00
Satin w/ Colors	8' Heights	Linear Foot	2,000	x \$ 3.80	= \$		7,600.00
Duveltyne Black	3' Heights	Linear Foot	1,000	x \$ 7.00	= \$		7,000.00
Duveltyne Black	8' Heights	Linear Foot	2,000	x \$ 8.00	= \$		16,000.00
<b>Seating</b>							
Samsonite Chairs	Min. 300 lb. Capacity	Each	3,500	x \$ 1.50	= \$		5,250.00
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	2,500	x \$ 1.75	= \$		4,375.00
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	100	x \$ 20.00	= \$		2,000.00
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	650	x \$ 3.00	= \$		1,950.00
Folding Padded Chair-White	Min. 300 lb. Capacity	Each	650	x \$ 3.00	= \$		1,950.00
Folding Padded Chair- Natural	Min. 300 lb. Capacity	Each	500	x \$ 3.00	= \$		1,500.00
Chiavari with Colors	Min. 300 lb. Capacity	Each	500	x \$ 4.50	= \$		2,250.00
Poliwood White	Min. 300 lb. Capacity	Each	500	x \$ 3.00	= \$		1,500.00
Folding Chair with Colors	Min. 300 lb. Capacity	Each	500	x \$ 3.00	= \$		1,500.00
Banquet Chairs (Stackable)	Min. 300 lb. Capacity	Each	325	x \$ 18.00	= \$		5,850.00
Victoria Armless Ghost Chair	Clear Chair	Each	25	x \$ 8.00	= \$		200.00
Modern Wood Sofa	Ivory Cushion	Each	4	x \$ 120.00	= \$		480.00
Modern Wood Chair	Ivory Cushion	Each	4	x \$ 75.00	= \$		300.00
<b>Lighting</b>							
Single LED	60-200 Watt	Each	250	x \$ 20.00	= \$		5,000.00
LED Highbay	100-300 Watt	Each	300	x \$ 40.00	= \$		12,000.00
<b>Floor Covering</b>							
Astroturf	N/A	Square Foot	18,000	x \$ 0.75	= \$		13,500.00
Carpet	N/A	Square Foot	6,000	x \$ 1.20	= \$		7,200.00
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.60	= \$		640.00
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.75	= \$		700.00
Dura-Subfloor	4' x 4'	Each	50	x \$ 1.75	= \$		41.8750

PRICING FOR: FAIR 2025 (July through August)

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Contract Year: January 1, 2025 - December 31, 2025							
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Fair	=	OC Fair Total

**Tables (Bare)**

Banquet Table	4'	Each	15	x	\$ 16.00	=	\$ 240.00
Banquet Table	6'	Each	250	x	\$ 16.00	=	\$ 4,000.00
Banquet Table	8'	Each	850	x	\$ 17.00	=	\$ 14,450.00
Banquet Table	8' x 40"	Each	20	x	\$ 17.00	=	\$ 340.00
Conference (18")	4'	Each	40	x	\$ 16.00	=	\$ 640.00
Conference (18")	6'	Each	50	x	\$ 16.00	=	\$ 800.00
Conference (18")	8'	Each	70	x	\$ 16.50	=	\$ 1,155.00
Round (30" tall)	48"	Each	15	x	\$ 15.00	=	\$ 225.00
Round (18" tall, 30" tall, 42" tall)	30" Bare	Each	60	x	\$ 15.00	=	\$ 900.00
Round Cocktail Table with LED	30"	Each	20	x	\$ 36.00	=	\$ 720.00
Round (30" tall)	36"	Each	50	x	\$ 15.50	=	\$ 775.00
60" Round Table	N/A	Each	2	x	\$ 16.50	=	\$ 33.00
66" Round Table	N/A	Each	24	x	\$ 17.00	=	\$ 408.00
72" Round Table	N/A	Each	35	x	\$ 18.00	=	\$ 630.00
24" Round Table	N/A	Each	35	x	\$ 15.00	=	\$ 525.00
Natural Wood Coffee Table	N/A	Each	2	x	\$ 75.00	=	\$ 150.00
Natural Wood Table	18" x 18"	Each	2	x	\$ 40.00	=	\$ 80.00
Leg Extensions (Set of 4)	Extension Legs (Per Set)	Set	2	x	\$ 10.00	=	\$ 20.00

**Table Covers (Purchase Price for Velon Covers, Rental for Linen)**

Rectangular - Velon Top Only (Purchase)	4'	Each	10	x	\$ 8.00	=	\$ 80.00
Rectangular - Velon Top Only (Purchase)	6'	Each	55	x	\$ 10.00	=	\$ 550.00
Rectangular - Velon Top Only (Purchase)	8'	Each	110	x	\$ 12.00	=	\$ 1,320.00
Conference (18") - Velon Top Only (Purchase)	4'	Each	40	x	\$ 21.00	=	\$ 840.00
Conference (18") - Velon Top Only (Purchase)	6'	Each	40	x	\$ 21.00	=	\$ 840.00
Rectangular - Velon Top & Skirt (Purchase)	4"	Each	10	x	\$ 21.00	=	\$ 210.00
Rectangular - Velon Top & Skirt (Purchase)	6"	Each	85	x	\$ 25.00	=	\$ 2,125.00

PRICING FOR: FAIR 2026 (July through August)

BIDDER MUST COMPLETE ALL CELLS INCLUDING THE EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION

Contract Year: January 1, 2026 - December 31, 2026								
Style	Size (Heights 6' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Fair	=	OC Fair Total	Extension Unit Cost Weekly (Pre-/Post-fair)
<b>Tents/Canopies</b>								
Festival / Pagoda	8 x 8	Each	2	x \$ 125.00	= \$ 250.00	\$ 187.50		
Festival / Pagoda	10 x 10	Each	112	x \$ 125.00	= \$ 14,000.00	\$ 187.50		
Festival / Pagoda	10 x 15	Each	25	x \$ 155.00	= \$ 3,875.00	\$ 232.50		
Festival / Pagoda	10 x 20	Each	32	x \$ 225.00	= \$ 7,200.00	\$ 292.50		
Festival / Pagoda	10 x 25	Each	1	x \$ 250.00	= \$ 250.00	\$ 375.00		
Festival / Pagoda	10 x 30	Each	12	x \$ 325.00	= \$ 3,900.00	\$ 487.50		
Festival / Pagoda	10 x 40	Each	2	x \$ 425.00	= \$ 850.00	\$ 675.00		
Festival / Pagoda	15 x 15	Each	30	x \$ 325.00	= \$ 9,750.00	\$ 487.50		
Festival / Pagoda	15 x 20	Each	10	x \$ 425.00	= \$ 4,250.00	\$ 675.00		
Festival / Pagoda	15 x 30	Each	5	x \$ 475.00	= \$ 2,375.00	\$ 712.50		
Festival / Pagoda	20 x 20	Each	35	x \$ 425.00	= \$ 14,875.00	\$ 675.00		
Festival / Pagoda	20 x 30	Each	10	x \$ 625.00	= \$ 6,250.00	\$ 937.50		
Festival / Pagoda	20 x 35	Each	1	x \$ 725.00	= \$ 725.00	\$ 187.50		
Festival / Pagoda	20 x 40	Each	2	x \$ 825.00	= \$ 1,650.00	\$ 1,237.50		
Festival / Pagoda	20 x 60	Each	3	x \$ 1,250.00	= \$ 3,750.00	\$ 1,875.00		
Festival / Pagoda	25 x 25	Each	2	x \$ 625.00	= \$ 1,250.00	\$ 1,875.00		
Festival / Pagoda	30 x 40	Each	4	x \$ 1,150.00	= \$ 4,600.00	\$ 1,650.00		
Festival / Pagoda	30 x 50	Each	3	x \$ 1,474.00	= \$ 4,422.00	\$ 2,325.00		
Frame	10 x 10	Each	3	x \$ 125.00	= \$ 375.00	\$ 187.50		
Frame	10 x 15	Each	1	x \$ 155.00	= \$ 155.00	\$ 232.50		
Frame	10 x 20	Each	6	x \$ 225.00	= \$ 1,350.00	\$ 337.50		
Frame	10 x 30	Each	1	x \$ 325.00	= \$ 325.00	\$ 487.50		
Frame	15 x 15	Each	3	x \$ 325.00	= \$ 975.00	\$ 487.50		
Frame	20 x 20	Each	5	x \$ 425.00	= \$ 2,125.00	\$ 637.50		
Frame	20 x 30	Each	2	x \$ 625.00	= \$ 1,250.00	\$ 937.50		
Frame	30 x 30	Each	1	x \$ 950.00	= \$ 950.00	\$ 1,425.00		
Frame	30 x 40	Each	1	x \$ 1,250.00	= \$ 1,250.00	\$ 1,875.00		
Frame	30 x 50	Each	1	x \$ 1,474.00	= \$ 1,474.00	\$ 2,175.00		
Frame	30 x 60	Each	5	x \$ 1,850.00	= \$ 9,250.00	\$ 2,775.00		
Frame	30 x 70	Each	2	x \$ 1,700.00	= \$ 3,400.00	\$ 2,550.00		
Frame	40 x 40	Each	1	x \$ 1,700.00	= \$ 1,700.00	\$ 2,550.00		
Frame	40 x 60	Each	1	x \$ 2,500.00	= \$ 2,500.00	\$ 3,750.00		
Frame	50 x 50	Each	1	x \$ 2,600.00	= \$ 2,600.00	\$ 3,900.00		
Frame	30' Octagon	Each	2	x \$ 1,200.00	= \$ 2,400.00	\$ 1,800.00		
Frame	40' Octagon	Each	1	x \$ 1,800.00	= \$ 1,800.00	\$ 2,700.00		
Flat Top	8 x 30	Each	3	x \$ 90.00	= \$ 270.00	\$ 135.00		
Flat Top	3 x 15	Each	1	x \$ 50.00	= \$ 50.00	\$ 300.00		
Flat Top	10 x 20	Each	1	x \$ 250.00	= \$ 250.00	\$ 600.00		
Flat Top	20 x 20	Each	2	x \$ 400.00	= \$ 800.00	\$ 600.00		
Flat Top	7 x 7	Each	1	x \$ 40.00	= \$ 40.00	\$ 52.50		
Concrete Block	6 x 20	Each	1	x \$ 80.00	= \$ 80.00	\$ 92.50		
Concrete Block	150 lb.	Each	150	x \$ 25.00	= \$ 3,750.00	\$ 37.50		
Concrete Block	350 lb.	Each	70	x \$ 25.00	= \$ 1,750.00	\$ 37.50		
Concrete Block	500 lb.	Each	100	x \$ 30.00	= \$ 3,000.00	\$ 45.00		
Concrete Block	700 lb.	Each	20	x \$ 30.00	= \$ 600.00	\$ 45.00		
Concrete Block	1750 lb.	Each	20	x \$ 35.00	= \$ 700.00	\$ 52.50		
Concrete Block	3500 lb.	Each	20	x \$ 35.00	= \$ 700.00	\$ 52.50		
Banner Frame	N/A	Square Foot	2500	x \$ 10.00	= \$ 25,000.00	\$ 15.00		
<b>Structures</b>								
Structure Clear Span	80' x 60'	Each	1	x \$ 8,400.00	= \$ 8,400.00	\$ 12,600.00		
Structure Clear Span	100' x 100'	Each	1	x \$ 17,500.00	= \$ 17,500.00	\$ 26,250.00		
Structure Clear Span	120' x 120'	Each	1	x \$ 25,200.00	= \$ 25,200.00	\$ 37,800.00		
Structure Clear Span	60' x 90'	Each	1	x \$ 9,450.00	= \$ 9,450.00	\$ 14,175.00		
Structure Engineering	80' x 60'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 3,000.00		
Structure Engineering	100' x 100'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 3,000.00		
Structure Engineering	120' x 120'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 3,000.00		
Structure Engineering	60' x 90'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 3,000.00		
<b>Fencing</b>								
Metal Barricades	N/A	Each	50	x \$ 60.00	= \$ 2,500.00	\$ 75.00		
Market Picket Fence	Vinyl	Each	30	x \$ 45.00	= \$ 1,350.00	\$ 67.50		
Picket Fence	3' x 8'	Feet	640	x \$ 4.00	= \$ 2,560.00	\$ 6.00		
Lattice Panel	N/A	Each	30	x \$ 40.00	= \$ 1,200.00	\$ 60.00		
<b>Vinyl Wall</b>								
Skidwall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	7,500	x \$ 2.00	= \$ 15,000.00	\$ 3.00		
Fence	3', 6', 8', 10' Heights	Linear Foot	9,000	x \$ 2.25	= \$ 20,250.00	\$ 3.38		

Freestanding	3', 6', 8', 10' Heights	Linear Foot	2,500	x \$ 3.50	= \$ 8,750.00	\$ 5.25
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	300	x \$ 4.50	= \$ 1,350.00	\$ 6.75
Sliding Cable	N/A	Linear Foot	3,500	x \$ 2.00	= \$ 7,000.00	\$ 3.00
8' (Tall) Fence Wall - WHITE	8' Heights	Linear Foot	5,100	x \$ 2.00	= \$ 10,200.00	\$ 3.00
8' (Tall) Fence Wall - BLUE/WHITE	8' Heights	Linear Foot	640	x \$ 2.00	= \$ 1,280.00	\$ 3.00
8' (Tall) Fence Wall - YELLOW/WHITE	8' Heights	Linear Foot	500	x \$ 2.00	= \$ 1,000.00	\$ 3.00
8' (Tall) Fence Wall - GREEN/WHITE	8' Heights	Linear Foot	500	x \$ 2.00	= \$ 1,000.00	\$ 3.00
8' (Tall) Fence Wall - ORANGE/WHITE	8' Heights	Linear Foot	675	x \$ 2.00	= \$ 1,350.00	\$ 3.00

**Pole Wrap (with velon)**

Pole Wrap Tent Leg	8' and 10' Heights	Per Leg	100	x \$ 20.00	= \$ 2,000.00	\$ 30.00
Pole Wrap Misc	N/A	Linear Foot	250	x \$ 2.00	= \$ 500.00	\$ 3.00

**Pipe & Drape**

Banjo Cloth w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.50	= \$ 3,500.00	\$ 5.25
Banjo Cloth w/ Colors	8' Heights	Linear Foot	2,000	x \$ 3.50	= \$ 7,000.00	\$ 5.25
Velon w/ Colors	3' Heights	Linear Foot	1,000	x \$ 7.00	= \$ 7,000.00	\$ 10.50
Velon w/ Colors	8' Heights	Linear Foot	2,000	x \$ 8.00	= \$ 16,000.00	\$ 12.00
Satin w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.50	= \$ 3,500.00	\$ 5.25
Satin w/ Colors	8' Heights	Linear Foot	2,000	x \$ 3.80	= \$ 7,600.00	\$ 5.70
Duveltyne Black	3' Heights	Linear Foot	1,000	x \$ 7.00	= \$ 7,000.00	\$ 10.50
Duveltyne Black	8' Heights	Linear Foot	2,000	x \$ 8.00	= \$ 16,000.00	\$ 12.00

**Seating**

Samsonite Chairs	Min. 300 lb. Capacity	Each	3,500	x \$ 1.50	= \$ 5,250.00	\$ 2.25
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	2,500	x \$ 1.75	= \$ 4,375.00	\$ 2.63
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	100	x \$ 20.00	= \$ 2,000.00	\$ 30.00
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	650	x \$ 3.00	= \$ 1,950.00	\$ 4.50
Folding Padded Chair- White	Min. 300 lb. Capacity	Each	650	x \$ 3.00	= \$ 1,950.00	\$ 4.50
Folding Padded Chair- Natural	Min. 300 lb. Capacity	Each	600	x \$ 3.00	= \$ 1,800.00	\$ 4.50
Chiavari with Colors	Min. 300 lb. Capacity	Each	500	x \$ 4.50	= \$ 2,250.00	\$ 6.75
Pollwood White	Min. 300 lb. Capacity	Each	500	x \$ 3.00	= \$ 1,500.00	\$ 4.50
Folding Chair with Colors	Min. 300 lb. Capacity	Each	500	x \$ 3.00	= \$ 1,500.00	\$ 4.50
Banquet Chairs (Stackable)	Min. 300 lb. Capacity	Each	325	x \$ 18.00	= \$ 5,850.00	\$ 27.00
Victoria Armless Ghost Chair	Clear Chair	Each	25	x \$ 8.00	= \$ 200.00	\$ 12.00
Modern Wood Sofa	Ivory Cushion	Each	4	x \$ 120.00	= \$ 480.00	\$ 18.00
Modern Wood Chair	Ivory Cushion	Each	4	x \$ 75.00	= \$ 300.00	\$ 112.50

**Lighting**

Single LED	60-200 Watt	Each	250	x \$ 20.00	= \$ 5,000.00	\$ 30.00
LED Highbay	100-300 Watt	Each	300	x \$ 40.00	= \$ 12,000.00	\$ 60.00

**Floor Covering**

Astrotruf	N/A	Square Foot	18,000	x \$ 0.75	= \$ 13,500.00	\$ 1.13
Carpet	N/A	Square Foot	6,000	x \$ 1.20	= \$ 7,200.00	\$ 1.80
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.60	= \$ 640.00	\$ 2.40
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.75	= \$ 700.00	\$ 2.63
Dura-Subfloor	4' x 4'	Each	50	x \$ 1.75	= \$ 87.50	\$ 2.63

**Tables (Bare)**

Banquet Table	4'	Each	15	x \$ 16.00	= \$ 240.00	\$ 24.00
Banquet Table	6'	Each	250	x \$ 16.00	= \$ 4,000.00	\$ 24.00
Banquet Table	8'	Each	850	x \$ 17.00	= \$ 14,450.00	\$ 25.50
Banquet Table	8' x 40"	Each	20	x \$ 17.00	= \$ 340.00	\$ 25.50
Conference (18")	4'	Each	40	x \$ 16.00	= \$ 640.00	\$ 24.00
Conference (18")	6'	Each	50	x \$ 16.00	= \$ 800.00	\$ 24.00
Conference (18")	8'	Each	70	x \$ 16.50	= \$ 1,155.00	\$ 24.75
Round (30" tall)	48"	Each	15	x \$ 15.00	= \$ 225.00	\$ 22.50
Round (18" tall, 30" tall, 42" tall)	30" Bare	Each	60	x \$ 15.00	= \$ 900.00	\$ 22.50
Round Cocktail Table with LED	30"	Each	20	x \$ 36.00	= \$ 720.00	\$ 51.00
Round (30" tall)	36"	Each	50	x \$ 15.50	= \$ 775.00	\$ 23.25
60" Round Table	N/A	Each	2	x \$ 16.50	= \$ 33.00	\$ 24.75
66" Round Table	N/A	Each	24	x \$ 17.00	= \$ 408.00	\$ 25.50
72" Round Table	N/A	Each	35	x \$ 18.00	= \$ 630.00	\$ 27.00
24" Round Table	N/A	Each	35	x \$ 15.00	= \$ 525.00	\$ 22.50
Natural Wood Coffee Table	N/A	Each	2	x \$ 75.00	= \$ 150.00	\$ 112.50
Natural Wood Table	18" x 18"	Each	2	x \$ 40.00	= \$ 80.00	\$ 30.00
Leg Extensions (Set of 4)	Extension Legs (Per Set)	Set	2	x \$ 10.00	= \$ 20.00	\$ 15.00

**Table Covers (Purchase Price for Velon Covers, Rental for Linen)**

Rectangular - Velon Top Only (Purchase)	4'	Each	10	x \$ 8.00	= \$ 80.00	\$ 12.00
Rectangular - Velon Top Only (Purchase)	6'	Each	55	x \$ 10.00	= \$ 550.00	\$ 15.00
Rectangular - Velon Top Only (Purchase)	8'	Each	110	x \$ 12.00	= \$ 1,320.00	\$ 18.00
Conference (18") - Velon Top Only (Purchase)	4'	Each	40	x \$ 21.00	= \$ 840.00	\$ 31.50
Conference (18") - Velon Top Only (Purchase)	6'	Each	40	x \$ 21.00	= \$ 840.00	\$ 31.50
Rectangular - Velon Top & Skirt (Purchase)	4'	Each	10	x \$ 21.00	= \$ 210.00	\$ 31.50
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	85	x \$ 25.00	= \$ 2,125.00	\$ 37.50
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	220	x \$ 27.00	= \$ 5,940.00	\$ 40.50
Conference (18") - Velon Top & Skirt (Purchase)	4'	Each	10	x \$ 21.00	= \$ 210.00	\$ 21.50
Conference (18") - Velon Top & Skirt (Purchase)	6'	Each	10	x \$ 25.00	= \$ 250.00	\$ 37.50
Round (30" Tall) (Rental)	90" Linen Table Cover	Each	30	x \$ 35.00	= \$ 1,050.00	\$ 52.50
Round (30" Tall) (Rental)	120" Linen Table Cover	Each	30	x \$ 35.00	= \$ 1,050.00	\$ 52.50
Round Vinyl Covers - WHITE	36"	Each	5	x \$ 20.00	= \$ 100.00	\$ 30.00

Round Vinyl Covers - WHITE	48"	Each	8	x \$ 32.00	= \$ 256.00	\$ 48.00
Round Vinyl Covers - WHITE	60"	Each	10	x \$ 40.00	= \$ 400.00	\$ 60.00
Round Vinyl Covers - WHITE	66"	Each	10	x \$ 45.00	= \$ 450.00	\$ 67.50
Round Vinyl Covers - WHITE	72"	Each	33	x \$ 45.00	= \$ 1,485.00	\$ 67.50
Round 102" Linen	102"	Each	5	x \$ 35.00	= \$ 175.00	\$ 52.50
Round 108" Linen	108"	Each	5	x \$ 35.00	= \$ 175.00	\$ 52.50
Table Linen - BLACK	4'	Each	5	x \$ 30.00	= \$ 150.00	\$ 37.50
Table Linen - BLACK	6'	Each	13	x \$ 33.00	= \$ 429.00	\$ 49.50
Table Linen - BLACK	8'	Each	50	x \$ 35.00	= \$ 1,750.00	\$ 52.50
Burlap Table Cover	4'	Each	25	x \$ 25.00	= \$ 625.00	\$ 37.50
Burlap Table Cover	6'	Each	25	x \$ 30.00	= \$ 750.00	\$ 45.00
Burlap Table Cover	8'	Each	40	x \$ 35.00	= \$ 1,400.00	\$ 52.50
Round Burlap Table Cover	60"	Each	8	x \$ 30.00	= \$ 240.00	\$ 45.00
Round Burlap Table Cover	66"	Each	8	x \$ 30.00	= \$ 240.00	\$ 45.00
Round Burlap Table Cover	72"	Each	8	x \$ 32.00	= \$ 256.00	\$ 48.00
Round Burlap Table Cover	120"	Each	8	x \$ 32.00	= \$ 256.00	\$ 48.00

**Stanchions**

Chrome	N/A	Each	25	x \$ 12.00	= \$ 300.00	\$ 18.00
Plastic	N/A	Each	45	x \$ 7.00	= \$ 315.00	\$ 10.50
Plastic Chain	N/A	Linear Foot	450	x \$ 0.60	= \$ 360.00	\$ 1.20
Velour Rope	N/A	Linear Foot	125	x \$ 8.00	= \$ 1,000.00	\$ 12.00

**Additional Items**

Chrome Garment Racks	N/A	Each	15	x \$ 28.00	= \$ 420.00	\$ 42.00
Industrial Fans (3' Diameter)	N/A	Each	50	x \$ 80.00	= \$ 4,000.00	\$ 120.00
Box Wood Hedges	4' x 8'	Each	110	x \$ 140.00	= \$ 15,400.00	\$ 210.00
Single Sided Hedges	4' x 8'	Each	70	x \$ 90.00	= \$ 6,300.00	\$ 135.00
Box Wood Hedges	4' x 4'	Each	80	x \$ 85.00	= \$ 6,800.00	\$ 127.50
Pallet Ottoman	N/A	Each	6	x \$ 200.00	= \$ 1,200.00	\$ 300.00
Sandbags	N/A	Each	60	x \$ 6.00	= \$ 360.00	\$ 9.00
Leopard Print Lounge chair	3' x 2'	Each	4	x \$ 95.00	= \$ 380.00	\$ 142.50
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 180.00	= \$ 360.00	\$ 285.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 16.00	= \$ 128.00	\$ 24.00
Vineyard Crossback Chair	N/A	Each	16	x \$ 11.00	= \$ 176.00	\$ 16.50
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 160.00	= \$ 640.00	\$ 240.00
Black Freestanding Wall	10'x20'	Each	5	x \$ 3.25	= \$ 16.25	\$ 4.88
Sound Barrier	N/A	Linear Foot	50	x \$ 45.00	= \$ 2,250.00	\$ 67.50
Umbrella with bases with colors	9' Tall	Each	60	x \$ 40.00	= \$ 2,400.00	\$ 60.00
Umbrellas no bases	9' Tall	Each	60	x \$ 35.00	= \$ 2,100.00	\$ 52.50
Stage Platform	4' x 8' x 24"	Each	20	x \$ 80.00	= \$ 1,600.00	\$ 120.00
Edison Bulb Wall	4' x 8'	Each	5	x \$ 180.00	= \$ 900.00	\$ 270.00
Garden Arbor	N/A	Each	5	x \$ 135.00	= \$ 675.00	\$ 202.50

**Safety Equipment**

Fire Extinguisher	N/A	Each	40	x \$ 40.00	= \$ 1,600.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	40	x \$ 35.00	= \$ 1,400.00	\$ 35.00
No Smoking Sign	N/A	Each	40	x \$ 5.00	= \$ 200.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	20	x \$ 500.00	= \$ 10,000.00	\$ 500.00
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OC Fair Total	Extension Total
ESTIMATED 2026 \$ 547,756.75	ESTIMATED 2026 \$ 154,431.88

2026 TOTAL BID FOR FAIR AND EXTENSION \$ 702,188.63

PRICING FOR: FAIR 2027 (July through August)

BIDDER MUST COMPLETE ALL CELLS INCLUDING THE EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION

Contract Year: January 1, 2027 - December 31, 2027								
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost per Unit - Fair	=	OC Fair Total	Extension Unit Cost Weekly (Pre-/Post-fair)
<b>Tents/Canopies</b>								
Festival / Pagoda	8 x 8	Each	2	x \$ 128.00	= \$ 256.00	\$ 192.00		
Festival / Pagoda	10 x 10	Each	112	x \$ 128.00	= \$ 14,336.00	\$ 192.00		
Festival / Pagoda	10 x 15	Each	25	x \$ 158.00	= \$ 3,950.00	\$ 237.00		
Festival / Pagoda	10 x 20	Each	32	x \$ 228.00	= \$ 7,296.00	\$ 342.00		
Festival / Pagoda	10 x 25	Each	1	x \$ 253.00	= \$ 253.00	\$ 379.50		
Festival / Pagoda	10 x 30	Each	12	x \$ 328.00	= \$ 3,936.00	\$ 492.00		
Festival / Pagoda	10 x 40	Each	2	x \$ 428.00	= \$ 856.00	\$ 642.00		
Festival / Pagoda	15 x 15	Each	30	x \$ 328.00	= \$ 9,840.00	\$ 492.00		
Festival / Pagoda	15 x 20	Each	10	x \$ 428.00	= \$ 4,280.00	\$ 642.00		
Festival / Pagoda	15 x 30	Each	5	x \$ 478.00	= \$ 2,390.00	\$ 717.00		
Festival / Pagoda	20 x 20	Each	36	x \$ 428.00	= \$ 14,880.00	\$ 842.00		
Festival / Pagoda	20 x 30	Each	10	x \$ 628.00	= \$ 6,280.00	\$ 942.00		
Festival / Pagoda	20 x 35	Each	1	x \$ 728.00	= \$ 728.00	\$ 1,092.00		
Festival / Pagoda	20 x 40	Each	2	x \$ 828.00	= \$ 1,656.00	\$ 1,242.00		
Festival / Pagoda	20 x 60	Each	3	x \$ 1,255.00	= \$ 3,765.00	\$ 1,882.00		
Festival / Pagoda	25 x 25	Each	2	x \$ 628.00	= \$ 1,256.00	\$ 942.00		
Festival / Pagoda	30 x 40	Each	4	x \$ 1,200.00	= \$ 4,800.00	\$ 1,800.00		
Festival / Pagoda	30 x 50	Each	3	x \$ 1,500.00	= \$ 4,500.00	\$ 2,250.00		
Frame	10 x 10	Each	3	x \$ 128.00	= \$ 384.00	\$ 192.00		
Frame	10 x 15	Each	1	x \$ 158.00	= \$ 158.00	\$ 237.00		
Frame	10 x 20	Each	6	x \$ 228.00	= \$ 1,368.00	\$ 342.00		
Frame	10 x 30	Each	1	x \$ 328.00	= \$ 328.00	\$ 379.50		
Frame	15 x 15	Each	3	x \$ 328.00	= \$ 984.00	\$ 492.00		
Frame	20 x 20	Each	5	x \$ 428.00	= \$ 2,140.00	\$ 642.00		
Frame	20 x 30	Each	2	x \$ 628.00	= \$ 1,256.00	\$ 842.00		
Frame	30 x 30	Each	1	x \$ 975.00	= \$ 975.00	\$ 1,462.50		
Frame	30 x 40	Each	1	x \$ 1,275.00	= \$ 1,275.00	\$ 1,800.00		
Frame	30 x 50	Each	1	x \$ 1,500.00	= \$ 1,500.00	\$ 2,250.00		
Frame	30 x 60	Each	5	x \$ 1,850.00	= \$ 9,250.00	\$ 2,812.50		
Frame	30 x 70	Each	2	x \$ 2,150.00	= \$ 4,300.00	\$ 2,175.00		
Frame	40 x 40	Each	1	x \$ 1,725.00	= \$ 1,725.00	\$ 2,587.50		
Frame	40 x 60	Each	1	x \$ 2,525.00	= \$ 2,525.00	\$ 3,787.50		
Frame	50 x 50	Each	1	x \$ 2,625.00	= \$ 2,625.00	\$ 3,937.50		
Frame	30' Octagon	Each	2	x \$ 1,225.00	= \$ 2,450.00	\$ 1,837.50		
Frame	40' Octagon	Each	1	x \$ 1,825.00	= \$ 1,825.00	\$ 2,737.50		
Frame	6 x 30	Each	3	x \$ 95.00	= \$ 285.00	\$ 142.50		
Flat Top	3 x 15	Each	1	x \$ 55.00	= \$ 55.00	\$ 82.50		
Flat Top	10 x 20	Each	1	x \$ 210.00	= \$ 210.00	\$ 315.00		
Flat Top	20 x 20	Each	2	x \$ 410.00	= \$ 820.00	\$ 615.00		
Flat Top	7 x 7	Each	1	x \$ 45.00	= \$ 45.00	\$ 67.50		
Flat Top	6 x 20	Each	1	x \$ 85.00	= \$ 85.00	\$ 127.50		
Concrete Block	150 lb.	Each	150	x \$ 25.00	= \$ 3,750.00	\$ 37.50		
Concrete Block	350 lb.	Each	70	x \$ 25.00	= \$ 1,750.00	\$ 37.50		
Concrete Block	500 lb.	Each	100	x \$ 30.00	= \$ 3,000.00	\$ 45.00		
Concrete Block	700 lb.	Each	20	x \$ 30.00	= \$ 600.00	\$ 45.00		
Concrete Block	1750 lb.	Each	20	x \$ 35.00	= \$ 700.00	\$ 52.50		
Concrete Block	3500 lb	Each	20	x \$ 35.00	= \$ 700.00	\$ 52.50		
Banner Frame	N/A	Square Foot	2500	x \$ 10.00	= \$ 25,000.00	\$ 15.00		
<b>Structures</b>								
Structure Clear Span	80' x 60'	Each	1	x \$ 8,500.00	= \$ 8,500.00	\$ 12,750.00		
Structure Clear Span	100' x 100'	Each	1	x \$ 17,700.00	= \$ 17,700.00	\$ 26,550.00		
Structure Clear Span	120' x 120'	Each	1	x \$ 25,400.00	= \$ 25,400.00	\$ 38,100.00		
Structure Clear Span	60' x 60'	Each	1	x \$ 9,650.00	= \$ 9,650.00	\$ 14,475.00		
Structure Engineering	80' x 60'	Each	1	x \$ 2,100.00	= \$ 2,100.00	\$ 3,150.00		
Structure Engineering	100' x 100'	Each	1	x \$ 2,100.00	= \$ 2,100.00	\$ 3,150.00		
Structure Engineering	120' x 120'	Each	1	x \$ 2,100.00	= \$ 2,100.00	\$ 3,150.00		
Structure Engineering	60' x 90'	Each	1	x \$ 2,100.00	= \$ 2,100.00	\$ 3,150.00		
<b>Fencing</b>								
Metal Barricades	N/A	Each	50	x \$ 55.00	= \$ 2,750.00	\$ 82.50		
Market Picket Fence	Vinyl	Each	30	x \$ 50.00	= \$ 1,500.00	\$ 75.00		
Picket Fence	3' x 8'	Feet	640	x \$ 4.25	= \$ 2,720.00	\$ 6.38		
Lattice Panel	N/A	Each	30	x \$ 45.00	= \$ 1,350.00	\$ 67.50		
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	7,500	x \$ 2.10	= \$ 15,750.00	\$ 3.15		
Fence	3', 6', 8', 10' Heights	Linear Foot	9,000	x \$ 2.35	= \$ 21,150.00	\$ 3.53		

Freestanding	3', 6', 8', 10' Heights	Linear Foot	2,500	x \$ 3.60	= \$ 9,000.00	\$ 5.40
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	300	x \$ 4.60	= \$ 1,380.00	\$ 6.90
Slicing Cable	N/A	Linear Foot	3,500	x \$ 2.10	= \$ 7,350.00	\$ 3.15
8' (Tall) Fence Wall - WHITE	8' Heights	Linear Foot	5,100	x \$ 2.10	= \$ 10,710.00	\$ 3.15
8' (Tall) Fence Wall - BLUE/WHITE	8' Heights	Linear Foot	640	x \$ 2.10	= \$ 1,344.00	\$ 3.15
8' (Tall) Fence Wall - YELLOW/WHITE	8' Heights	Linear Foot	500	x \$ 2.10	= \$ 1,050.00	\$ 3.15
8' (Tall) Fence Wall - GREEN/WHITE	8' Heights	Linear Foot	500	x \$ 2.10	= \$ 1,050.00	\$ 3.15
8' (Tall) Fence Wall - ORANGE/WHITE	8' Heights	Linear Foot	675	x \$ 2.10	= \$ 1,417.50	\$ 3.15

**Pole Wrap (with velon)**

Pole Wrap Tent Leg	8' and 10' Heights	Per Leg	100	x \$ 22.00	= \$ 2,200.00	\$ 33.00
Pole Wrap Misc	N/A	Linear Foot	250	x \$ 2.20	= \$ 550.00	\$ 3.30

**Pipe & Drape**

Barjo Cloth w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.75	= \$ 3,750.00	\$ 5.63
Barjo Cloth w/ Colors	8' Heights	Linear Foot	2,000	x \$ 3.75	= \$ 7,500.00	\$ 5.63
Velon w/ Colors	3' Heights	Linear Foot	1,000	x \$ 7.35	= \$ 7,350.00	\$ 11.03
Velon w/ Colors	8' Heights	Linear Foot	2,000	x \$ 8.35	= \$ 16,700.00	\$ 12.53
Satin w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.75	= \$ 3,750.00	\$ 5.63
Satin w/ Colors	8' Heights	Linear Foot	2,000	x \$ 4.25	= \$ 8,500.00	\$ 6.38
Duvetyne Black	3' Heights	Linear Foot	1,000	x \$ 7.35	= \$ 7,350.00	\$ 11.03
Duvetyne Black	8' Heights	Linear Foot	2,000	x \$ 8.35	= \$ 16,700.00	\$ 12.53

**Seating**

Samsonite Chairs	Min. 300 lb. Capacity	Each	3,500	x \$ 1.60	= \$ 5,600.00	\$ 2.40
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	2,500	x \$ 2.10	= \$ 5,250.00	\$ 3.15
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	100	x \$ 21.00	= \$ 2,100.00	\$ 31.50
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	650	x \$ 3.10	= \$ 2,015.00	\$ 4.65
Folding Padded Chair- White	Min. 300 lb. Capacity	Each	650	x \$ 3.10	= \$ 2,015.00	\$ 4.65
Folding Padded Chair- Natural	Min. 300 lb. Capacity	Each	500	x \$ 3.10	= \$ 1,550.00	\$ 4.65
Chiavari with Colors	Min. 300 lb. Capacity	Each	500	x \$ 4.80	= \$ 2,300.00	\$ 6.90
Polywood White	Min. 300 lb. Capacity	Each	500	x \$ 3.10	= \$ 1,550.00	\$ 4.65
Folding Chair with Colors	Min. 300 lb. Capacity	Each	500	x \$ 3.10	= \$ 1,550.00	\$ 4.65
Banquet Chairs (Stackable)	Min. 300 lb. Capacity	Each	325	x \$ 18.50	= \$ 6,012.50	\$ 27.75
Victoria Armless Ghost Chair	Clear Chair	Each	25	x \$ 8.50	= \$ 212.50	\$ 12.75
Modem Wood Sofa	Ivory Cushion	Each	4	x \$ 130.00	= \$ 520.00	\$ 195.00
Modem Wood Chair	Ivory Cushion	Each	4	x \$ 82.00	= \$ 328.00	\$ 123.00

**Lighting**

Single LED	60-200 Watt	Each	250	x \$ 21.00	= \$ 5,250.00	\$ 33.00
LED Highbay	100-300 Watt	Each	300	x \$ 42.00	= \$ 12,600.00	\$ 3.30

**Floor Covering**

AstroTurf	N/A	Square Foot	16,000	x \$ 0.80	= \$ 14,400.00	\$ 1.20
Carpet	N/A	Square Foot	6,000	x \$ 1.10	= \$ 6,600.00	\$ 1.65
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.70	= \$ 680.00	\$ 2.55
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.80	= \$ 720.00	\$ 2.70
Dura-Subfloor	4' x 4'	Each	50	x \$ 1.80	= \$ 90.00	\$ 2.70

**Tables (Bare)**

Banquet Table	4'	Each	15	x \$ 16.25	= \$ 243.75	\$ 24.38
Banquet Table	6'	Each	250	x \$ 16.25	= \$ 4,062.50	\$ 24.38
Banquet Table	8'	Each	850	x \$ 17.25	= \$ 14,662.50	\$ 25.88
Banquet Table	8' x 40"	Each	20	x \$ 17.25	= \$ 345.00	\$ 25.88
Conference (18")	4'	Each	40	x \$ 16.25	= \$ 650.00	\$ 24.38
Conference (18")	6'	Each	50	x \$ 16.25	= \$ 812.50	\$ 24.38
Conference (18")	8'	Each	70	x \$ 16.75	= \$ 1,172.50	\$ 25.13
Round (30" tall)	48"	Each	15	x \$ 15.25	= \$ 228.75	\$ 22.88
Round (18" tall, 30" tall, 42" tall)	30" Bare	Each	60	x \$ 15.25	= \$ 915.00	\$ 22.88
Round Cocktail Table with LED	30"	Each	20	x \$ 38.00	= \$ 760.00	\$ 57.00
Round (30" tall)	36"	Each	50	x \$ 15.75	= \$ 787.50	\$ 23.63
60" Round Table	N/A	Each	2	x \$ 16.75	= \$ 33.50	\$ 25.13
66" Round Table	N/A	Each	24	x \$ 17.25	= \$ 414.00	\$ 26.88
72" Round Table	N/A	Each	35	x \$ 18.25	= \$ 638.75	\$ 27.38
24" Round Table	N/A	Each	35	x \$ 15.25	= \$ 533.75	\$ 22.88
Natural Wood Coffee Table	N/A	Each	2	x \$ 78.00	= \$ 156.00	\$ 117.00
Natural Wood Table	18" x 18"	Each	2	x \$ 45.00	= \$ 90.00	\$ 67.50
Leg Extensions (Set of 4)	Extension Legs (Per Set)	Set	2	x \$ 10.00	= \$ 20.00	\$ 15.00

**Table Covers (Purchase Price for Velon Covers, Rental for Linen)**

Rectangular - Velon Top Only (Purchase)	4'	Each	10	x \$ 8.50	= \$ 85.00	\$ 12.75
Rectangular - Velon Top Only (Purchase)	6'	Each	55	x \$ 10.50	= \$ 577.50	\$ 15.75
Rectangular - Velon Top Only (Purchase)	8'	Each	110	x \$ 12.50	= \$ 1,375.00	\$ 18.75
Conference (18") - Velon Top Only (Purchase)	4'	Each	40	x \$ 21.50	= \$ 860.00	\$ 32.25
Conference (18") - Velon Top Only (Purchase)	6'	Each	40	x \$ 21.50	= \$ 860.00	\$ 32.25
Rectangular - Velon Top & Skirt (Purchase)	4'	Each	10	x \$ 21.50	= \$ 215.00	\$ 32.25
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	85	x \$ 21.50	= \$ 1,827.50	\$ 32.25
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	220	x \$ 25.00	= \$ 5,500.00	\$ 37.50
Conference (18") - Velon Top & Skirt (Purchase)	4'	Each	10	x \$ 21.50	= \$ 215.00	\$ 32.25
Conference (18") - Velon Top & Skirt (Purchase)	6'	Each	10	x \$ 21.50	= \$ 215.00	\$ 32.25
Round (30" Tall) (Rental)	90" Linen Table Cover	Each	30	x \$ 36.00	= \$ 1,080.00	\$ 54.00
Round (30" Tall) (Rental)	120" Linen Table Cover	Each	30	x \$ 36.00	= \$ 1,080.00	\$ 54.00
Round Vinyl Covers - WHITE	36"	Each	5	x \$ 21.50	= \$ 107.50	\$ 32.25

Round Vinyl Covers - WHITE	48"	Each	8	x \$	32.50	= \$	260.00	\$	48.75
Round Vinyl Covers - WHITE	60"	Each	10	x \$	41.00	= \$	410.00	\$	61.50
Round Vinyl Covers - WHITE	66"	Each	10	x \$	46.00	= \$	460.00	\$	89.00
Round Vinyl Covers - WHITE	72"	Each	33	x \$	46.00	= \$	1,518.00	\$	69.00
Round 102" Linen	102"	Each	5	x \$	36.00	= \$	180.00	\$	54.00
Round 108" Linen	108"	Each	5	x \$	36.00	= \$	180.00	\$	54.00
Table Linen - BLACK	4'	Each	5	x \$	32.00	= \$	160.00	\$	48.00
Table Linen - BLACK	6'	Each	13	x \$	34.00	= \$	442.00	\$	51.00
Table Linen - BLACK	8'	Each	50	x \$	36.00	= \$	1,800.00	\$	54.00
Burlap Table Cover	4'	Each	25	x \$	26.00	= \$	650.00	\$	39.00
Burlap Table Cover	6'	Each	25	x \$	32.00	= \$	800.00	\$	48.00
Burlap Table Cover	8'	Each	40	x \$	37.00	= \$	1,480.00	\$	55.50
Round Burlap Table Cover	60"	Each	8	x \$	32.00	= \$	256.00	\$	48.00
Round Burlap Table Cover	66"	Each	8	x \$	32.00	= \$	256.00	\$	48.00
Round Burlap Table Cover	72"	Each	8	x \$	33.00	= \$	264.00	\$	49.50
Round Burlap Table Cover	120"	Each	8	x \$	33.00	= \$	264.00	\$	49.50

**Stanchions**

Chrome	N/A	Each	25	x \$	12.50	= \$	312.50	\$	19.75
Plastic	N/A	Each	45	x \$	7.50	= \$	337.50	\$	11.25
Plastic Chain	N/A	Linear Foot	450	x \$	0.85	= \$	382.50	\$	1.26
Velour Rope	N/A	Linear Foot	125	x \$	8.50	= \$	1,062.50	\$	12.75

**Additional Items**

Chrome Garment Racks	N/A	Each	15	x \$	28.50	= \$	427.50	\$	42.75
Industrial Fans (3' Diameter)	N/A	Each	50	x \$	83.00	= \$	4,150.00	\$	124.50
Box Wood Hedges	4' x 8'	Each	110	x \$	140.00	= \$	15,400.00	\$	210.00
Single Sided Hedges	4' x 8'	Each	70	x \$	90.00	= \$	6,300.00	\$	135.00
Box Wood Hedges	4' x 4'	Each	80	x \$	85.00	= \$	6,800.00	\$	127.50
Pallet Ottoman	N/A	Each	6	x \$	210.00	= \$	1,260.00	\$	315.00
Sandbags	N/A	Each	60	x \$	6.25	= \$	375.00	\$	9.38
Leopard Print Lounge chair	3' x 2'	Each	4	x \$	95.00	= \$	380.00	\$	142.50
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$	190.00	= \$	380.00	\$	285.00
Vineyard Crossback Barstool	N/A	Each	8	x \$	16.00	= \$	128.00	\$	24.00
Vineyard Crossback Chair	N/A	Each	16	x \$	11.00	= \$	176.00	\$	16.50
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$	160.00	= \$	640.00	\$	240.00
Black Freestanding Wall	10'x20'	Each	5	x \$	3.25	= \$	16.25	\$	4.88
Sound Barrier	N/A	Linear Foot	50	x \$	50.00	= \$	2,500.00	\$	75.00
Umbrella with bases with colors	9' Tall	Each	60	x \$	40.00	= \$	2,400.00	\$	60.00
Umbrellas no bases	9' Tall	Each	60	x \$	35.00	= \$	2,100.00	\$	52.50
Stage Platform	4' x 8' x 24"	Each	20	x \$	80.00	= \$	1,600.00	\$	120.00
Edison Bulb Wall	4' x 8'	Each	5	x \$	185.00	= \$	925.00	\$	277.50
Garden Arbor	N/A	Each	5	x \$	136.00	= \$	675.00	\$	202.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	40	x \$	40.00	= \$	1,600.00	\$	40.00
Illuminated Exit Sign	N/A	Each	40	x \$	35.00	= \$	1,400.00	\$	35.00
No Smoking Sign	N/A	Each	40	x \$	5.00	= \$	200.00	\$	5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	20	x \$	575.00	= \$	11,500.00	\$	575.00
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OC Fair Total	ESTIMATED 2027 \$ 564,621.75	Extension Total
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2027 TOTAL BID FOR FAIR AND EXTENSION \$ 720,343.86

PRICING FOR: FAIR 2028 (July through August)

BIDDER MUST COMPLETE ALL CELLS INCLUDING THE EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION

Contract Year: January 1, 2028 - December 31, 2028								
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Fair	=	OC Fair Total	Extension Unit Cost Weekly (Pre-/Post-fair)
<b>Tents/Canopies</b>								
Festival / Pagoda	8 x 8	Each	2	x \$	128.00	= \$	256.00	\$ 192.00
Festival / Pagoda	10 x 10	Each	112	x \$	128.00	= \$	14,336.00	\$ 192.00
Festival / Pagoda	10 x 15	Each	25	x \$	158.00	= \$	3,950.00	\$ 237.00
Festival / Pagoda	10 x 20	Each	32	x \$	228.00	= \$	7,296.00	\$ 342.00
Festival / Pagoda	10 x 25	Each	1	x \$	253.00	= \$	253.00	\$ 379.50
Festival / Pagoda	10 x 30	Each	12	x \$	328.00	= \$	3,936.00	\$ 492.00
Festival / Pagoda	10 x 40	Each	2	x \$	428.00	= \$	856.00	\$ 642.00
Festival / Pagoda	15 x 15	Each	30	x \$	328.00	= \$	9,840.00	\$ 492.00
Festival / Pagoda	15 x 20	Each	10	x \$	428.00	= \$	4,280.00	\$ 642.00
Festival / Pagoda	15 x 30	Each	5	x \$	478.00	= \$	2,390.00	\$ 717.00
Festival / Pagoda	20 x 20	Each	35	x \$	428.00	= \$	14,980.00	\$ 642.00
Festival / Pagoda	20 x 30	Each	10	x \$	628.00	= \$	6,280.00	\$ 942.00
Festival / Pagoda	20 x 35	Each	1	x \$	728.00	= \$	728.00	\$ 1,092.00
Festival / Pagoda	20 x 40	Each	2	x \$	828.00	= \$	1,656.00	\$ 1,242.00
Festival / Pagoda	20 x 60	Each	3	x \$	1,256.00	= \$	3,765.00	\$ 1,682.00
Festival / Pagoda	25 x 25	Each	2	x \$	628.00	= \$	1,256.00	\$ 942.00
Festival / Pagoda	30 x 40	Each	4	x \$	1,200.00	= \$	4,800.00	\$ 1,600.00
Festival / Pagoda	30 x 50	Each	3	x \$	1,500.00	= \$	4,500.00	\$ 2,250.00
Frame	10 x 10	Each	3	x \$	128.00	= \$	384.00	\$ 192.00
Frame	10 x 15	Each	1	x \$	158.00	= \$	158.00	\$ 237.00
Frame	10 x 20	Each	6	x \$	228.00	= \$	1,368.00	\$ 342.00
Frame	10 x 30	Each	1	x \$	328.00	= \$	328.00	\$ 379.50
Frame	15 x 15	Each	3	x \$	328.00	= \$	984.00	\$ 492.00
Frame	20 x 20	Each	5	x \$	428.00	= \$	2,140.00	\$ 642.00
Frame	20 x 30	Each	2	x \$	628.00	= \$	1,256.00	\$ 942.00
Frame	30 x 30	Each	1	x \$	975.00	= \$	975.00	\$ 1,462.50
Frame	30 x 40	Each	1	x \$	1,275.00	= \$	1,275.00	\$ 1,600.00
Frame	30 x 50	Each	1	x \$	1,500.00	= \$	1,500.00	\$ 2,250.00
Frame	30 x 60	Each	5	x \$	1,850.00	= \$	9,250.00	\$ 2,812.50
Frame	30 x 70	Each	2	x \$	2,150.00	= \$	4,300.00	\$ 2,175.00
Frame	40 x 40	Each	1	x \$	1,725.00	= \$	1,725.00	\$ 2,587.50
Frame	40 x 60	Each	1	x \$	2,525.00	= \$	2,525.00	\$ 3,787.50
Frame	50 x 50	Each	1	x \$	2,625.00	= \$	2,625.00	\$ 3,937.50
Frame	30' Octagon	Each	2	x \$	1,225.00	= \$	2,450.00	\$ 1,837.50
Frame	40' Octagon	Each	1	x \$	1,825.00	= \$	1,825.00	\$ 2,737.50
Frame	8 x 30	Each	3	x \$	95.00	= \$	285.00	\$ 142.50
Flat Top	3 x 15	Each	1	x \$	55.00	= \$	55.00	\$ 87.50
Flat Top	10 x 20	Each	1	x \$	210.00	= \$	210.00	\$ 315.00
Flat Top	20 x 20	Each	2	x \$	410.00	= \$	820.00	\$ 615.00
Flat Top	7 x 7	Each	1	x \$	45.00	= \$	45.00	\$ 67.50
Flat Top	5 x 20	Each	1	x \$	85.00	= \$	85.00	\$ 127.50
Concrete Block	150 lb.	Each	150	x \$	25.00	= \$	3,750.00	\$ 37.50
Concrete Block	350 lb.	Each	70	x \$	25.00	= \$	1,750.00	\$ 37.50
Concrete Block	500 lb.	Each	100	x \$	30.00	= \$	3,000.00	\$ 45.00
Concrete Block	700 lb.	Each	20	x \$	30.00	= \$	600.00	\$ 45.00
Concrete Block	1750 lb.	Each	20	x \$	35.00	= \$	700.00	\$ 52.50
Concrete Block	3500 lb.	Each	20	x \$	35.00	= \$	700.00	\$ 52.50
Banner Frame	N/A	Square Foot	2500	x \$	10.00	= \$	25,000.00	\$ 15.00
<b>Structures</b>								
Structure Clear Span	80' x 80'	Each	1	x \$	8,500.00	= \$	8,500.00	\$ 12,750.00
Structure Clear Span	100' x 100'	Each	1	x \$	17,700.00	= \$	17,700.00	\$ 26,580.00
Structure Clear Span	120' x 120'	Each	1	x \$	25,400.00	= \$	25,400.00	\$ 39,100.00
Structure Clear Span	60' x 90'	Each	1	x \$	9,650.00	= \$	9,650.00	\$ 14,475.00
Structure Engineering	80' x 80'	Each	1	x \$	2,100.00	= \$	2,100.00	\$ 3,150.00
Structure Engineering	100' x 100'	Each	1	x \$	2,100.00	= \$	2,100.00	\$ 3,150.00
Structure Engineering	120' x 120'	Each	1	x \$	2,100.00	= \$	2,100.00	\$ 3,150.00
Structure Engineering	60' x 90'	Each	1	x \$	2,100.00	= \$	2,100.00	\$ 3,150.00
<b>Fencing</b>								
Metal Barricades	N/A	Each	50	x \$	55.00	= \$	2,750.00	\$ 82.50
Market Picket Fence	Vinyl	Each	30	x \$	50.00	= \$	1,500.00	\$ 75.00
Picket Fence	3' x 8'	Feet	640	x \$	4.25	= \$	2,720.00	\$ 6.38
Lattice Panel	N/A	Each	30	x \$	45.00	= \$	1,350.00	\$ 67.50
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3' 6' 8' 10' Heights	Linear Foot	7,500	x \$	2.10	= \$	15,750.00	\$ 3.15
Fence	3' 6' 8' 10' Heights	Linear Foot	9,000	x \$	2.35	= \$	21,150.00	\$ 3.53
Freestanding	3' 6' 8' 10' Heights	Linear Foot	2,500	x \$	3.60	= \$	9,000.00	\$ 5.40
Shade Cloth	3' 6' 8' 10' Heights	Linear Foot	300	x \$	4.60	= \$	1,380.00	\$ 6.90
Sliding Cable	N/A	Linear Foot	3,500	x \$	2.10	= \$	7,350.00	\$ 3.15

8' (Tall) Fence Wall - WHITE	8' Heights	Linear Foot	5,100	x \$ 2.10 = \$	10,710.00	\$ 3.15
8' (Tall) Fence Wall - BLUE/WHITE	8' Heights	Linear Foot	640	x \$ 2.10 = \$	1,344.00	\$ 3.15
8' (Tall) Fence Wall - YELLOW/WHITE	8' Heights	Linear Foot	500	x \$ 2.10 = \$	1,050.00	\$ 3.15
8' (Tall) Fence Wall - GREEN/WHITE	8' Heights	Linear Foot	500	x \$ 2.10 = \$	1,050.00	\$ 3.15
8' (Tall) Fence Wall - ORANGE/WHITE	8' Heights	Linear Foot	675	x \$ 2.10 = \$	1,417.50	\$ 3.15

**Pole Wrap (with velon)**

Pole Wrap Tent Leg	8' and 10' Heights	Per Leg	100	x \$ 22.00 = \$	2,200.00	\$ 33.00
Pole Wrap Misc	N/A	Linear Foot	250	x \$ 2.20 = \$	550.00	\$ 3.30

**Pipe & Drape**

Banjo Cloth w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.75 = \$	3,750.00	\$ 5.83
Banjo Cloth w/ Colors	8' Heights	Linear Foot	2,000	x \$ 3.75 = \$	7,500.00	\$ 5.83
Velon w/ Colors	3' Heights	Linear Foot	1,000	x \$ 7.35 = \$	7,350.00	\$ 11.03
Velon w/ Colors	8' Heights	Linear Foot	2,000	x \$ 8.35 = \$	16,700.00	\$ 12.53
Satin w/ Colors	3' Heights	Linear Foot	1,000	x \$ 3.75 = \$	3,750.00	\$ 5.83
Satin w/ Colors	8' Heights	Linear Foot	2,000	x \$ 4.25 = \$	8,500.00	\$ 6.38
Duveline Black	3' Heights	Linear Foot	1,000	x \$ 7.35 = \$	7,350.00	\$ 11.03
Duveline Black	8' Heights	Linear Foot	2,000	x \$ 8.35 = \$	16,700.00	\$ 12.53

**Seating**

Samsonite Chairs	Min. 300 lb. Capacity	Each	3,500	x \$ 1.60 = \$	5,600.00	\$ 2.46
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	2,500	x \$ 2.10 = \$	5,250.00	\$ 3.15
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	100	x \$ 21.00 = \$	2,100.00	\$ 31.50
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	650	x \$ 3.10 = \$	2,015.00	\$ 4.65
Folding Padded Chair- White	Min. 300 lb. Capacity	Each	650	x \$ 3.10 = \$	2,015.00	\$ 4.65
Folding Padded Chair- Natural	Min. 300 lb. Capacity	Each	500	x \$ 3.10 = \$	1,550.00	\$ 4.65
Chiavari with Colors	Min. 300 lb. Capacity	Each	500	x \$ 4.60 = \$	2,300.00	\$ 6.90
Polywood White	Min. 300 lb. Capacity	Each	500	x \$ 3.10 = \$	1,550.00	\$ 4.65
Folding Chair with Colors	Min. 300 lb. Capacity	Each	500	x \$ 3.10 = \$	1,550.00	\$ 4.65
Banquet Chairs (Stackable)	Min. 300 lb. Capacity	Each	325	x \$ 18.50 = \$	6,012.50	\$ 27.75
Victoria Armless Ghost Chair	Clear Chair	Each	25	x \$ 8.50 = \$	212.50	\$ 12.75
Modern Wood Sofa	Ivory Cushion	Each	4	x \$ 130.00 = \$	520.00	\$ 195.00
Modern Wood Chair	Ivory Cushion	Each	4	x \$ 82.00 = \$	328.00	\$ 123.00

**Lighting**

Single LED	80-200 Watt	Each	250	x \$ 21.00 = \$	5,250.00	\$ 33.00
LED Highbay	100-300 Watt	Each	300	x \$ 42.00 = \$	12,600.00	\$ 3.30

**Floor Covering**

AstroTurf	N/A	Square Foot	18,000	x \$ 0.80 = \$	14,400.00	\$ 1.20
Carpet	N/A	Square Foot	6,000	x \$ 1.10 = \$	6,600.00	\$ 1.65
Pangust Dance Floor	N/A	Square Foot	400	x \$ 1.70 = \$	680.00	\$ 2.55
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.80 = \$	720.00	\$ 2.70
Dura-Subfloor	4'x 4'	Each	50	x \$ 1.80 = \$	90.00	\$ 2.70

**Tables (Bare)**

Banquet Table	4'	Each	15	x \$ 16.25 = \$	243.75	\$ 24.38
Banquet Table	6'	Each	250	x \$ 16.25 = \$	4,062.50	\$ 24.38
Banquet Table	8'	Each	850	x \$ 12.25 = \$	14,662.50	\$ 25.88
Banquet Table	8' x 40"	Each	20	x \$ 17.25 = \$	345.00	\$ 25.88
Conference (18")	4'	Each	40	x \$ 16.25 = \$	650.00	\$ 24.38
Conference (18")	6'	Each	50	x \$ 16.25 = \$	812.50	\$ 24.38
Conference (18")	8'	Each	70	x \$ 16.75 = \$	1,172.50	\$ 25.13
Round (30" tall)	48"	Each	15	x \$ 15.25 = \$	228.75	\$ 22.88
Round (18" tall, 30" tall, 42" tall)	30" Bare	Each	60	x \$ 15.25 = \$	915.00	\$ 22.88
Round Cocktail Table with LED	30"	Each	20	x \$ 38.00 = \$	760.00	\$ 57.00
Round (30" tall)	36"	Each	50	x \$ 15.75 = \$	787.50	\$ 23.83
60" Round Table	N/A	Each	2	x \$ 16.75 = \$	33.50	\$ 25.13
66" Round Table	N/A	Each	24	x \$ 17.25 = \$	414.00	\$ 25.88
72" Round Table	N/A	Each	35	x \$ 18.25 = \$	638.75	\$ 27.38
24" Round Table	N/A	Each	35	x \$ 15.25 = \$	533.75	\$ 22.88
Natural Wood Coffee Table	N/A	Each	2	x \$ 78.00 = \$	156.00	\$ 117.00
Natural Wood Table	18" x 18"	Each	2	x \$ 45.00 = \$	90.00	\$ 67.50
Leg Extensions (Set of 4)	Extension Legs (Per Set)	Set	2	x \$ 10.00 = \$	20.00	\$ 15.00

**Table Covers (Purchase Price for Velon Covers, Rental for Linen)**

Rectangular - Velon Top Only (Purchase)	4'	Each	10	x \$ 8.50 = \$	85.00	\$ 12.75
Rectangular - Velon Top Only (Purchase)	6'	Each	55	x \$ 10.50 = \$	577.50	\$ 15.75
Rectangular - Velon Top Only (Purchase)	8'	Each	110	x \$ 12.50 = \$	1,375.00	\$ 18.75
Conference (18") - Velon Top Only (Purchase)	4'	Each	40	x \$ 21.50 = \$	860.00	\$ 32.25
Conference (18") - Velon Top Only (Purchase)	6'	Each	40	x \$ 21.50 = \$	860.00	\$ 32.25
Rectangular - Velon Top & Skirt (Purchase)	4'	Each	10	x \$ 21.50 = \$	215.00	\$ 32.25
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	85	x \$ 21.00 = \$	1,827.50	\$ 32.25
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	220	x \$ 25.00 = \$	5,500.00	\$ 37.50
Conference (18") - Velon Top & Skirt (Purchase)	4'	Each	10	x \$ 21.50 = \$	215.00	\$ 32.25
Conference (18") - Velon Top & Skirt (Purchase)	6'	Each	10	x \$ 21.50 = \$	215.00	\$ 32.25
Round (30" Tall) (Rental)	90" Linen Table Cover	Each	30	x \$ 36.00 = \$	1,080.00	\$ 64.00
Round (30" Tall) (Rental)	120" Linen Table Cover	Each	30	x \$ 36.00 = \$	1,080.00	\$ 64.00
Round Vinyl Covers - WHITE	36"	Each	5	x \$ 21.50 = \$	107.50	\$ 32.25
Round Vinyl Covers - WHITE	48"	Each	8	x \$ 32.50 = \$	260.00	\$ 48.75
Round Vinyl Covers - WHITE	60"	Each	10	x \$ 41.00 = \$	410.00	\$ 61.50
Round Vinyl Covers - WHITE	66"	Each	10	x \$ 46.00 = \$	460.00	\$ 69.00
Round Vinyl Covers - WHITE	72"	Each	33	x \$ 46.00 = \$	1,518.00	\$ 69.00
Round 102" Linen	102"	Each	5	x \$ 36.00 = \$	180.00	\$ 64.00
Round 108" Linen	108"	Each	5	x \$ 36.00 = \$	180.00	\$ 64.00

Table Linen - BLACK	4'	Each	5	x \$ 32.00	= \$ 160.00	\$ 48.00
Table Linen - BLACK	6'	Each	13	x \$ 34.00	= \$ 442.00	\$ 61.00
Table Linen - BLACK	8'	Each	50	x \$ 36.00	= \$ 1,800.00	\$ 54.00
Burlap Table Cover	4'	Each	25	x \$ 26.00	= \$ 650.00	\$ 39.00
Burlap Table Cover	6'	Each	25	x \$ 32.00	= \$ 800.00	\$ 48.00
Burlap Table Cover	8'	Each	40	x \$ 37.00	= \$ 1,480.00	\$ 55.00
Round Burlap Table Cover	60"	Each	8	x \$ 32.00	= \$ 256.00	\$ 48.00
Round Burlap Table Cover	66"	Each	8	x \$ 32.00	= \$ 256.00	\$ 48.00
Round Burlap Table Cover	72"	Each	8	x \$ 33.00	= \$ 264.00	\$ 49.50
Round Burlap Table Cover	120"	Each	8	x \$ 33.00	= \$ 264.00	\$ 49.50

**Stanchions**

Chrome	N/A	Each	25	x \$ 12.50	= \$ 312.50	\$ 18.75
Plastic	N/A	Each	45	x \$ 7.50	= \$ 337.50	\$ 11.25
Plastic Chain	N/A	Linear Foot	450	x \$ 0.85	= \$ 382.50	\$ 1.28
Velour Rope	N/A	Linear Foot	125	x \$ 8.50	= \$ 1,062.50	\$ 12.75

**Additional Items**

Chrome Garment Racks	N/A	Each	15	x \$ 28.50	= \$ 427.50	\$ 42.75
Industrial Fans (3' Diameter)	N/A	Each	50	x \$ 83.00	= \$ 4,150.00	\$ 124.50
Box Wood Hedges	4' x 8'	Each	110	x \$ 140.00	= \$ 15,400.00	\$ 210.00
Single Sided Hedges	4' x 8'	Each	70	x \$ 60.00	= \$ 4,200.00	\$ 135.00
Box Wood Hedges	4' x 4'	Each	80	x \$ 85.00	= \$ 6,800.00	\$ 127.50
Pallet Ottomans	N/A	Each	6	x \$ 210.00	= \$ 1,260.00	\$ 315.00
Sandbags	N/A	Each	60	x \$ 6.25	= \$ 375.00	\$ 9.38
Lepard Print Lounge chair	3' x 2'	Each	4	x \$ 95.00	= \$ 380.00	\$ 142.50
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 190.00	= \$ 380.00	\$ 285.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 16.00	= \$ 128.00	\$ 24.00
Vineyard Crossback Chair	N/A	Each	16	x \$ 11.00	= \$ 176.00	\$ 16.50
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 160.00	= \$ 640.00	\$ 240.00
Black Freestanding Wall	10' x 20'	Each	5	x \$ 32.25	= \$ 162.50	\$ 4.88
Sound Barrier	N/A	Linear Foot	50	x \$ 50.00	= \$ 2,500.00	\$ 75.00
Umbrella with bases with colors	9' Tall	Each	60	x \$ 40.00	= \$ 2,400.00	\$ 60.00
Umbrellas no bases	9' Tall	Each	60	x \$ 35.00	= \$ 2,100.00	\$ 52.50
Stage Platform	4' x 8' x 24"	Each	20	x \$ 80.00	= \$ 1,600.00	\$ 120.00
Edison Bulb Wall	4' x 8'	Each	5	x \$ 185.00	= \$ 925.00	\$ 277.50
Garden Arbor	N/A	Each	5	x \$ 135.00	= \$ 675.00	\$ 202.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	40	x \$ 40.00	= \$ 1,600.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	40	x \$ 35.00	= \$ 1,400.00	\$ 35.00
No Smoking Sign	N/A	Each	40	x \$ 5.00	= \$ 200.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	20	x \$ 575.00	= \$ 11,500.00	\$ 575.00
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<b>OC Fair Total</b>	<b>Extension Total</b>
ESTIMATED 2028 \$ 564,621.75	ESTIMATED 2028 \$ 155,722.11

2028 TOTAL BID FOR FAIR AND EXTENSION \$ 720,343.86

**CWF, Inc. DBA: A-1 Event & Party Rentals**  
**SA-006-25FTYR**  
**PAGE 23 of 55**



PRICING FOR: FAIR 2029 (July through August)

BIDDER MUST COMPLETE ALL CELLS INCLUDING THE EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION

Contract Year: January 1, 2029 - December 31, 2029							
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	Cost Per Unit - Fair	=	OC Fair Total	Extension Unit Cost Weekly (Pre-/Post-fair)
<b>Tents/Canopies</b>							
Festival / Pagoda	8 x 8	Each	2	x \$ 130.00	= \$	260.00	\$ 195.00
Festival / Pagoda	10 x 10	Each	112	x \$ 130.00	= \$	14,560.00	\$ 195.00
Festival / Pagoda	10 x 15	Each	25	x \$ 160.00	= \$	4,000.00	\$ 240.00
Festival / Pagoda	10 x 20	Each	32	x \$ 230.00	= \$	7,360.00	\$ 345.00
Festival / Pagoda	10 x 25	Each	1	x \$ 245.00	= \$	245.00	\$ 382.00
Festival / Pagoda	10 x 30	Each	12	x \$ 330.00	= \$	3,960.00	\$ 495.00
Festival / Pagoda	10 x 40	Each	2	x \$ 430.00	= \$	860.00	\$ 645.00
Festival / Pagoda	15 x 15	Each	30	x \$ 300.00	= \$	9,900.00	\$ 495.00
Festival / Pagoda	15 x 20	Each	10	x \$ 430.00	= \$	4,300.00	\$ 645.00
Festival / Pagoda	15 x 30	Each	6	x \$ 330.00	= \$	1,850.00	\$ 720.00
Festival / Pagoda	20 x 20	Each	35	x \$ 430.00	= \$	15,050.00	\$ 645.00
Festival / Pagoda	20 x 30	Each	10	x \$ 630.00	= \$	6,300.00	\$ 720.00
Festival / Pagoda	20 x 35	Each	1	x \$ 730.00	= \$	730.00	\$ 545.00
Festival / Pagoda	20 x 40	Each	2	x \$ 830.00	= \$	1,660.00	\$ 945.00
Festival / Pagoda	20 x 60	Each	3	x \$ 1,275.00	= \$	3,825.00	\$ 1,095.00
Festival / Pagoda	25 x 25	Each	2	x \$ 630.00	= \$	1,260.00	\$ 1,245.00
Festival / Pagoda	30 x 40	Each	4	x \$ 1,250.00	= \$	5,000.00	\$ 1,912.00
Festival / Pagoda	30 x 50	Each	3	x \$ 1,550.00	= \$	4,650.00	\$ 945.00
Frame	10 x 10	Each	3	x \$ 130.00	= \$	390.00	\$ 1,875.00
Frame	10 x 15	Each	1	x \$ 160.00	= \$	160.00	\$ 2,340.00
Frame	10 x 20	Each	6	x \$ 230.00	= \$	1,360.00	\$ 195.00
Frame	10 x 30	Each	1	x \$ 330.00	= \$	330.00	\$ 495.00
Frame	15 x 15	Each	3	x \$ 330.00	= \$	990.00	\$ 495.00
Frame	20 x 20	Each	5	x \$ 430.00	= \$	2,150.00	\$ 645.00
Frame	20 x 30	Each	2	x \$ 630.00	= \$	1,260.00	\$ 945.00
Frame	30 x 30	Each	1	x \$ 980.00	= \$	980.00	\$ 1,470.00
Frame	30 x 40	Each	1	x \$ 1,280.00	= \$	1,280.00	\$ 1,875.00
Frame	30 x 50	Each	1	x \$ 1,550.00	= \$	1,550.00	\$ 2,340.00
Frame	30 x 60	Each	6	x \$ 1,895.00	= \$	9,475.00	\$ 2,842.50
Frame	30 x 70	Each	2	x \$ 2,195.00	= \$	4,390.00	\$ 2,617.50
Frame	40 x 40	Each	1	x \$ 1,745.00	= \$	1,745.00	\$ 3,292.50
Frame	40 x 60	Each	1	x \$ 2,550.00	= \$	2,550.00	\$ 2,617.50
Frame	50 x 50	Each	1	x \$ 2,850.00	= \$	2,850.00	\$ 3,975.00
Frame	30' Octagon	Each	2	x \$ 1,250.00	= \$	2,500.00	\$ 1,875.00
Frame	40' Octagon	Each	1	x \$ 1,850.00	= \$	1,850.00	\$ 2,775.00
Frame	8 x 30	Each	3	x \$ 98.00	= \$	294.00	\$ 147.00
Flat Top	3 x 15	Each	1	x \$ 57.00	= \$	57.00	\$ 85.50
Flat Top	10 x 20	Each	1	x \$ 215.00	= \$	215.00	\$ 322.50
Flat Top	20 x 20	Each	2	x \$ 415.00	= \$	830.00	\$ 622.50
Flat Top	7 x 7	Each	1	x \$ 47.00	= \$	47.00	\$ 147.00
Flat Top	6 x 20	Each	1	x \$ 87.00	= \$	87.00	\$ 130.50
Concrete Block	150 lb.	Each	150	x \$ 28.00	= \$	3,750.00	\$ 37.50
Concrete Block	350 lb.	Each	70	x \$ 25.00	= \$	1,750.00	\$ 37.50
Concrete Block	500 lb.	Each	100	x \$ 30.00	= \$	3,000.00	\$ 45.00
Concrete Block	700 lb.	Each	20	x \$ 30.00	= \$	600.00	\$ 45.00
Concrete Block	1750 lb.	Each	20	x \$ 35.00	= \$	700.00	\$ 62.50
Concrete Block	3500 lb.	Each	20	x \$ 35.00	= \$	700.00	\$ 52.50
Banner Frame	N/A	Square Foot	2500	x \$ 10.00	= \$	25,000.00	\$ 15.00
<b>Structures</b>							
Structure Clear Span	80' x 60'	Each	1	x \$ 8,650.00	= \$	8,650.00	\$ 12,975.00
Structure Clear Span	100' x 100'	Each	1	x \$ 17,850.00	= \$	17,850.00	\$ 20,775.00
Structure Clear Span	120' x 120'	Each	1	x \$ 25,650.00	= \$	25,650.00	\$ 36,475.00
Structure Clear Span	60' x 90'	Each	1	x \$ 9,900.00	= \$	9,900.00	\$ 14,850.00
Structure Engineering	80' x 60'	Each	1	x \$ 2,100.00	= \$	2,100.00	\$ 3,150.00
Structure Engineering	100' x 100'	Each	1	x \$ 2,100.00	= \$	2,100.00	\$ 3,150.00
Structure Engineering	120' x 120'	Each	1	x \$ 2,100.00	= \$	2,100.00	\$ 3,150.00
Structure Engineering	60' x 90'	Each	1	x \$ 2,100.00	= \$	2,100.00	\$ 3,150.00
<b>Fencing</b>							
Metal Barricades	N/A	Each	50	x \$ 60.00	= \$	3,000.00	\$ 90.00
Market Picket Fence	Vinyl	Each	30	x \$ 52.00	= \$	1,560.00	\$ 78.00
Picket Fence	3' x 8'	Feet	640	x \$ 4.50	= \$	2,880.00	\$ 6.75
Lattice Panel	N/A	Each	30	x \$ 43.00	= \$	1,440.00	\$ 72.00
<b>Vinyl Wall</b>							
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	7,500	x \$ 2.20	= \$	16,500.00	\$ 3.30
Fence	3', 6', 8', 10' Heights	Linear Foot	9,000	x \$ 2.40	= \$	21,600.00	\$ 3.60
Freestanding	3', 6', 8', 10' Heights	Linear Foot	2,500	x \$ 3.65	= \$	9,125.00	\$ 5.48
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	300	x \$ 4.65	= \$	1,395.00	\$ 6.98
Siding Cable	N/A	Linear Foot	3,500	x \$ 2.20	= \$	7,700.00	\$ 3.30
8' (Tall) Fence Wall - WHITE	8' Heights	Linear Foot	5,100	x \$ 2.20	= \$	11,220.00	\$ 3.30
8' (Tall) Fence Wall - BLUE/WHITE	8' Heights	Linear Foot	640	x \$ 2.20	= \$	1,408.00	\$ 3.30
8' (Tall) Fence Wall - YELLOW/WHITE	8' Heights	Linear Foot	500	x \$ 2.20	= \$	1,100.00	\$ 3.30
8' (Tall) Fence Wall - GREEN/WHITE	8' Heights	Linear Foot	500	x \$ 2.20	= \$	1,100.00	\$ 3.30
8' (Tall) Fence Wall - ORANGE/WHITE	8' Heights	Linear Foot	675	x \$ 2.20	= \$	1,485.00	\$ 3.30
<b>Pole Wrap (with velon)</b>							
Pole Wrap Tent Leg	8' and 10' Heights	Per Leg	100	x \$ 23.00	= \$	2,300.00	\$ 34.50
Pole Wrap Misc	N/A	Linear Foot	250	x \$ 2.30	= \$	575.00	\$ 3.45
<b>Pipe &amp; Drape</b>							
Banjo Cloth w/ Colors	3' Heights	Linear Foot	1,000	x \$ 4.00	= \$	4,000.00	\$ 6.00
Banjo Cloth w/ Colors	6' Heights	Linear Foot	2,000	x \$ 4.00	= \$	8,000.00	\$ 6.00
Velon w/ Colors	3' Heights	Linear Foot	1,000	x \$ 7.50	= \$	7,500.00	\$ 11.25
Velon w/ Colors	8' Heights	Linear Foot	2,000	x \$ 8.50	= \$	17,000.00	\$ 12.75
Satin w/ Colors	3' Heights	Linear Foot	1,000	x \$ 4.00	= \$	4,000.00	\$ 6.00
Satin w/ Colors	8' Heights	Linear Foot	2,000	x \$ 4.50	= \$	9,000.00	\$ 3.75
Duvetine Black	3' Heights	Linear Foot	1,000	x \$ 7.50	= \$	7,500.00	\$ 11.25
Duvetine Black	8' Heights	Linear Foot	2,000	x \$ 8.50	= \$	17,000.00	\$ 12.75
<b>Seating</b>							
Samsonite Chairs	Min. 300 lb. Capacity	Each	3,500	x \$ 1.65	= \$	5,775.00	\$ 2.48
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	2,500	x \$ 2.20	= \$	5,500.00	\$ 3.30
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	100	x \$ 21.50	= \$	2,150.00	\$ 32.25
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	650	x \$ 3.15	= \$	2,047.50	\$ 4.73
Folding Padded Chair- White	Min. 300 lb. Capacity	Each	650	x \$ 3.15	= \$	2,047.50	\$ 4.73
Folding Padded Chair- Natural	Min. 300 lb. Capacity	Each	500	x \$ 3.15	= \$	1,575.00	\$ 4.73
Chiavari with Colors	Min. 300 lb. Capacity	Each	500	x \$ 4.65	= \$	2,325.00	\$ 6.98
Polwood White	Min. 300 lb. Capacity	Each	500	x \$ 3.15	= \$	1,575.00	\$ 4.73
Folding Chair with Colors	Min. 300 lb. Capacity	Each	500	x \$ 3.15	= \$	1,575.00	\$ 4.73

Ranque Chair (Swivel)	MH-300-B-Covered	Each	325	€ 9	19.00	€	6.175.00	€	26.00
Velour Armless Office Chair	Clear Glass	Each	25	€ 5	12.50	€	125.00	€	20.00
Modern Wood Side	Italy-Carved	Each	6	€ 5	11.00	€	14.00	€	22.00
Modern Wood Chair	Italy-Carved	Each	4	€ 5	10.00	€	14.00	€	21.00
<b>Lighting</b>									
Brigent 1 LT	85-220-Watt	Each	210	€ 5	23.00	€	4.600.00	€	58.00
15x15 - Table	160-250-Watt	Each	340	€ 5	23.00	€	12.900.00	€	24.00
<b>Floor Covering</b>									
Armchair	N/A	Square Foot	18.000	€ 5	2.00	€	35.000.00	€	1.00
Carpet	N/A	Square Foot	6.000	€ 5	2.00	€	12.000.00	€	2.00
Wooded Dance Floor	N/A	Square Foot	350	€ 5	2.00	€	700.00	€	2.00
Wooden-Like Dance Floor	N/A	Square Foot	420	€ 5	2.00	€	840.00	€	2.00
Total (Carpet)	4x4'	Each	80	€ 5	2.00	€	80.00	€	2.00
<b>Tables (Bare)</b>									
Banquet Table	4	Each	15	€ 5	10.00	€	247.00	€	27.00
Banquet Table	6	Each	250	€ 5	10.00	€	4.125.00	€	27.00
Banquet Table	8	Each	350	€ 5	10.00	€	14.750.00	€	27.00
Banquet Table	10' x 40'	Each	25	€ 5	10.00	€	300.00	€	26.00
Conference 18'	8	Each	15	€ 5	10.00	€	120.00	€	27.00
Conference 18'	12	Each	15	€ 5	10.00	€	180.00	€	27.00
Conference 18'	16	Each	15	€ 5	10.00	€	240.00	€	27.00
Round (30" dia)	48"	Each	15	€ 5	10.00	€	120.00	€	27.00
Round (30" dia)	50"	Each	15	€ 5	10.00	€	120.00	€	27.00
Round (30" dia)	52"	Each	15	€ 5	10.00	€	120.00	€	27.00
60" Round Table	60"	Each	15	€ 5	10.00	€	120.00	€	27.00
60" Round Table	64"	Each	15	€ 5	10.00	€	120.00	€	27.00
60" Round Table	68"	Each	15	€ 5	10.00	€	120.00	€	27.00
72" Round Table	72"	Each	15	€ 5	10.00	€	120.00	€	27.00
72" Round Table	76"	Each	15	€ 5	10.00	€	120.00	€	27.00
Natural Wood Cafeteria Table	72"	Each	2	€ 5	80.00	€	160.00	€	22.00
Natural Wood Cafeteria Table	12' x 18'	Each	2	€ 5	80.00	€	160.00	€	22.00
<b>Log Extensions (Swivel)</b>									
Extension Log	12' x 18'	Each	2	€ 5	80.00	€	29.00	€	15.00

Standings									
Champs		High	High	26	1	\$	13.00	1	\$
2nd				46	1	\$	7.00	1	\$
3rd		High	High	450	1	\$	7.00	1	\$
4th		Low	Low	450	1	\$	9.00	1	\$
5th		Low	Low	450	1	\$	11.00	1	\$
6th		Low	Low	450	1	\$	13.00	1	\$
7th		Low	Low	450	1	\$	15.00	1	\$
8th		Low	Low	450	1	\$	18.00	1	\$

Additional Items	Quantity	Unit	Unit Price	Ext. Price	Line	Category
China Ceramic Rocks	546	Each	15	\$ 26.00	8	425.00
Industrial Assorted Lanterns	546	Each	10	\$ 26.00	9	425.00
Box Wood Hedge	4 x 6'	Each	112	\$ 14.00	10	1,560.00
Single Colored Hedge	4 x 6'	Each	20	\$ 34.00	11	680.00
Double Colored Hedge	4 x 6'	Each	80	\$ 34.00	12	2,720.00
Paper Circular	48	Each	1	\$ 215.00	13	215.00
String Light	48	Each	1	\$ 20.00	14	20.00
Leopard Print Love Seat	1	Each	1	\$ 1,000.00	15	1,000.00
Vinylated Commercial Cocktail Table	7' x 2'	Each	4	\$ 18.00	16	72.00
Vinylated Commercial Table	7' x 8'	Each	2	\$ 192.00	17	384.00
Vinylated Commercial Bar Table	7' x 2'	Each	1	\$ 176.00	18	176.00
Vinylated Commercial Chair	7' x 4'	Each	50	\$ 12.00	19	600.00
Vinylated Commercial Stool	7' x 4'	Each	4	\$ 180.00	20	720.00
Black Faux Leather Wall	7' x 20'	Each	1	\$ 1,200.00	21	1,200.00
Cloud Mirror	100	Linear Feet	50	\$ 22.00	22	2,200.00
Unobtrusive wall art with colors	8' x 10'	Each	60	\$ 4,000.00	23	240,000.00
Unobtrusive wall art	9' x 10'	Each	60	\$ 380.00	24	22,800.00
Floral Print Throw Pillows	45 x 22 x 21"	Each	20	\$ 220.00	25	4,400.00
Floral Print Throw Pillows	45 x 22 x 21"	Each	5	\$ 190.00	26	950.00
Floral Pillows	45 x 22 x 21"	Each	10	\$ 190.00	27	1,900.00

	Item	2	10.0	125.00	3	65.00	\$ 205.00
<b>Safety Equipment</b>							
Five Footboards	Each	45	1	\$ 42.00	1	\$ 180.00	\$ 222.00
One Foot Pad Sign	Each	45	1	\$ 21.00	1	\$ 145.00	\$ 166.00
Five Standing Signs	Each	45	1	\$ 5.00	1	\$ 20.00	\$ 30.00

CCC Logo Tested | [View Details](#) | [View Details](#)

ESTIMATED 2026	\$ 670,022,361	ESTIMATED 2026	\$ 153,756,831
2026 TOTAL BID FOR FAIR AND EXTENSION	\$ 733,759,192		

**ESTIMATED FAIR TOTAL**

CONTRACT YEAR	OC FAIR EVENT	ADDITIONAL EQUIPMENT (NTE)	TOTAL
January 1, 2025 - December 31, 2025 (Contract Year 1)	\$ 702,188.63	\$ 20,000.00	\$ 722,188.63
January 1, 2026 - December 31, 2026 (Contract Year 2)	\$ 702,188.63	\$ 20,000.00	\$ 722,188.63
January 1, 2027 - December 31, 2027 (Contract Year 3)	\$ 720,343.86	\$ 20,000.00	\$ 740,343.86
January 1, 2028 - December 31, 2028 (Contract Year 4)	\$ 720,343.86	\$ 20,000.00	\$ 740,343.86
January 1, 2029 - December 31, 2029 (Contract Year 5)	\$ 735,558.36	\$ 20,000.00	\$ 755,558.36
<b>January 1, 2025 - December 31, 2029</b> <b>Five Year Cumulative Total</b>	<b>\$ 3,580,623.34</b>	<b>\$ 100,000.00</b>	<b>\$ 3,680,623.34</b>

The District includes \$117,670.90 plus \$15,000 contingency for each contract year. The District may choose to use daily, weekly or monthly rental. Rental rates are in the Financial Proposal Bid Form.

#### ESTIMATED YEAR ROUND TOTAL

CONTRACT YEAR	Total Daily Cost	Total Weekly Cost	Total Monthly Cost	ADDITIONAL EQUIPMENT (NTE)	TOTAL
January 1, 2025 - December 31, 2025 (Contract Year 1)	\$ 117,670.90	\$ 117,670.90	\$ 117,670.90	\$ 15,000.00	\$ 15,000.00
January 1, 2026 - December 31, 2026 (Contract Year 2)	\$ 120,952.14	\$ 120,952.14	\$ 120,952.14	\$ 15,000.00	\$ 377,856.42
January 1, 2027 - December 31, 2027 (Contract Year 3)	\$ 122,840.70	\$ 122,840.70	\$ 122,840.70	\$ 15,000.00	\$ 383,522.10
January 1, 2028 - December 31, 2028 (Contract Year 4)	\$ 122,840.70	\$ 122,840.70	\$ 122,840.70	\$ 15,000.00	\$ 383,522.10
January 1, 2029 - December 31, 2029 (Contract Year 5)	\$ 127,695.45	\$ 127,695.45	\$ 127,695.45	\$ 15,000.00	\$ 398,086.35
<b>January 1, 2025 - December 31, 2029</b> <b>Five Year Cumulative Total</b>	<b>\$ 611,999.89</b>	<b>\$ 611,999.89</b>	<b>\$ 611,999.89</b>	<b>\$ 75,000.00</b>	<b>\$ 1,557,986.97</b>

**PRICING FOR: IMAGINOLOGY 2025 (2-DAY - APRIL)**

**BIDDER MUST COMPLETE ALL CELLS INCLUDING EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION**

Contract Year: January 1, 2025 - December 31, 2025								
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Imaginology	=	Imaginology Total	Extension Unit Cost Weekly (Pre- /Post- Imaginology)
<b>Tents/Canopies</b>								
Festival / Pagoda	10 x 10	Each	10	x \$ 95.00	= \$ 950.00	\$ 95.00		
Festival / Pagoda	10 x 20	Each	17	x \$ 190.00	= \$ 3,230.00	\$ 190.00		
Festival / Pagoda	10 x 30	Each	3	x \$ 285.00	= \$ 855.00	\$ 285.00		
Festival / Pagoda	20 x 20	Each	3	x \$ 365.00	= \$ 1,095.00	\$ 365.00		
Festival / Pagoda	20 x 30	Each	1	x \$ 530.00	= \$ 530.00	\$ 530.00		
Festival / Pagoda	20 x 40	Each	2	x \$ 725.00	= \$ 1,450.00	\$ 725.00		
Festival / Pagoda	30 x 30	Each	1	x \$ 910.00	= \$ 910.00	\$ 910.00		
Festival / Pagoda	30 x 50	Each	1	x \$ 1,425.00	= \$ 1,425.00	\$ 1,425.00		
Concrete Block	150 lb.	Each	50	x \$ 25.00	= \$ 1,250.00	\$ 25.00		
Concrete Block	350 lb.	Each	30	x \$ 25.00	= \$ 750.00	\$ 25.00		
Concrete Block	500 lb.	Each	50	x \$ 30.00	= \$ 1,500.00	\$ 30.00		
Concrete Block	700 lb.	Each	10	x \$ 30.00	= \$ 300.00	\$ 30.00		
Concrete Block	1750 lb.	Each	10	x \$ 35.00	= \$ 350.00	\$ 35.00		
Concrete Block	3500 lb.	Each	10	x \$ 35.00	= \$ 350.00	\$ 35.00		
Banner Frame	N/A	Square Foot	1000	x \$ 10.00	= \$ 10,000.00	\$ 10.00		
<b>Structures</b>								
Structure Clear Span	100' x 100'	Each	1	x \$ 15,000.00	= \$ 15,000.00	\$ 15,000.00		
Structure Clear Span	120' x 120'	Each	1	x \$ 21,600.00	= \$ 21,600.00	\$ 21,600.00		
Structure Engineering	100' x 100'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 2,000.00		
Structure Engineering	120' x 120'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 2,000.00		
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	1,200	x \$ 1.65	= \$ 1,980.00	\$ 1.65		
Fence	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 1.65	= \$ 1,650.00	\$ 1.65		
Freestanding	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 3.20	= \$ 3,200.00	\$ 3.20		
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	250	x \$ 4.50	= \$ 1,125.00	\$ 4.50		
Sliding Cable	N/A	Linear Foot	250	x \$ 2.00	= \$ 500.00	\$ 2.00		
<b>Pipe &amp; Drape</b>								
Banjo Cloth Booth	10' x 10'	Each	10	x \$ 40.00	= \$ 400.00	\$ 40.00		
Banjo Cloth Booth	10' x 20'	Each	10	x \$ 50.00	= \$ 500.00	\$ 50.00		
Velon Booth	10' x 10'	Each	15	x \$ 35.00	= \$ 525.00	\$ 35.00		
Velon Booth	10' x 20'	Each	5	x \$ 45.00	= \$ 225.00	\$ 45.00		
Banjo Cloth	3' to 8' High	Linear Foot	1500	x \$ 3.00	= \$ 4,500.00	\$ 3.00		
Velon	3' to 8' High	Linear Foot	550	x \$ 2.00	= \$ 1,100.00	\$ 2.00		
<b>Seating</b>								
Samsonite Chairs	Min. 300 lb. Capacity	Each	900	x \$ 1.10	= \$ 990.00	\$ 1.10		
Banquet Chairs	Min. 300 lb. Capacity	Each	180	x \$ 13.00	= \$ 2,340.00	\$ 13.00		
<b>Lighting</b>								
Single LED	60-200 Watt	Each	250	x \$ 21.00	= \$ 5,250.00	\$ 21.00		
<b>Floor Covering</b>								
Astroturf	N/A	Square Foot	2,500	x \$ 0.70	= \$ 1,750.00	\$ 0.70		
Carpet	N/A	Square Foot	2,500	x \$ 1.20	= \$ 3,000.00	\$ 1.20		
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.65	= \$ 660.00	\$ 1.65		
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.75	= \$ 700.00	\$ 1.75		
<b>Tables (Bare)</b>								
Banquet	4'	Each	20	x \$ 15.00	= \$ 300.00	\$ 15.00		
Banquet	6'	Each	100	x \$ 15.00	= \$ 1,500.00	\$ 15.00		
Banquet	8'	Each	230	x \$ 16.00	= \$ 3,680.00	\$ 16.00		
Trestle	4'	Each	20	x \$ 15.00	= \$ 300.00	\$ 15.00		
Trestle	6'	Each	20	x \$ 15.00	= \$ 300.00	\$ 15.00		
Serpentine	8'	Each	20	x \$ 15.00	= \$ 300.00	\$ 15.00		
<b>Table Covers (Purchase Price)</b>								
Rectangular - Velon Top Only (Purchase)	8'	Each	5	x \$ 11.00	= \$ 55.00	\$ 11.00		
Trestle - Velon Top Only (Purchase)	4'	Each	20	x \$ 9.00	= \$ 180.00	\$ 9.00		
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	35	x \$ 27.00	= \$ 945.00	\$ 27.00		
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	185	x \$ 32.00	= \$ 5,920.00	\$ 32.00		

**Additional Items**

Chrome Garment Racks	N/A	Each	2	x \$ 37.00	= \$ 74.00	\$ 37.00
Industrial Fans (3 Diameter)	N/A	Each	50	x \$ 80.00	= \$ 4,000.00	\$ 80.00
Box Wood Hedges	4' x 8'	Each	70	x \$ 140.00	= \$ 9,800.00	\$ 140.00
Single Sided Hedges	4' x 8'	Each	6	x \$ 110.00	= \$ 660.00	\$ 110.00
Pallet Ottoman	N/A	Each	6	x \$ 200.00	= \$ 1,200.00	\$ 200.00
Sandbags	N/A	Each	60	x \$ 6.00	= \$ 360.00	\$ 6.00
Leopard Print Lounge chair	3' x 2'	Each	4	x \$ 90.00	= \$ 360.00	\$ 90.00
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 195.00	= \$ 390.00	\$ 195.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 17.00	= \$ 136.00	\$ 17.00
Vineyard Crossack Chair	N/A	Each	16	x \$ 11.00	= \$ 176.00	\$ 11.00
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 160.00	= \$ 640.00	\$ 160.00
Picket Fence	3' x 8'	Feet	640	x \$ 3.30	= \$ 2,112.00	\$ 3.30
Stage Platform	4' x 8' x 24"	Each	1	x \$ 80.00	= \$ 80.00	\$ 80.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	20	x \$ 40.00	= \$ 800.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	20	x \$ 35.00	= \$ 700.00	\$ 35.00
No Smoking Sign	N/A	Each	20	x \$ 5.00	= \$ 100.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	10	x \$ 500.00	= \$ 5,000.00	\$ 500.00
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<b>Imaginology</b>
<b>Total</b>
ESTIMATED 2025 \$ 136,008.00

<b>Extension Total</b>
ESTIMATED 2025 \$ 47,422.70

2025 TOTAL BID FOR IMAGINOLEGY AND EXTENSION \$ 183,430.70

**PRICING FOR: IMAGINOLOGY 2026 (2-DAY - APRIL)**

**BIDDER MUST COMPLETE ALL CELLS INCLUDING EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION**

**Contract Year: January 1, 2026 - December 31, 2026**

Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Imaginology	=	Imaginology Total	Extension Unit Cost Weekly (Pre- /Post- Imaginology)
<b>Tents/Canopies</b>								
Festival / Pagoda	10 x 10	Each	10	x	\$ 97.00	=	\$ 970.00	\$ 97.00
Festival / Pagoda	10 x 20	Each	17	x	\$ 195.00	=	\$ 3,315.00	\$ 195.00
Festival / Pagoda	10 x 30	Each	3	x	\$ 290.00	=	\$ 870.00	\$ 290.00
Festival / Pagoda	20 x 20	Each	3	x	\$ 372.00	=	\$ 1,116.00	\$ 372.00
Festival / Pagoda	20 x 30	Each	1	x	\$ 550.00	=	\$ 550.00	\$ 550.00
Festival / Pagoda	20 x 40	Each	2	x	\$ 740.00	=	\$ 1,480.00	\$ 740.00
Festival / Pagoda	30 x 30	Each	1	x	\$ 930.00	=	\$ 930.00	\$ 930.00
Festival / Pagoda	30 x 50	Each	1	x	\$ 1,480.00	=	\$ 1,480.00	\$ 1,480.00
Concrete Block	150 lb.	Each	50	x	\$ 25.00	=	\$ 1,250.00	\$ 25.00
Concrete Block	350 lb.	Each	30	x	\$ 25.00	=	\$ 750.00	\$ 25.00
Concrete Block	500 lb.	Each	50	x	\$ 30.00	=	\$ 1,500.00	\$ 30.00
Concrete Block	700 lb.	Each	10	x	\$ 30.00	=	\$ 300.00	\$ 30.00
Concrete Block	1750 lb.	Each	10	x	\$ 35.00	=	\$ 350.00	\$ 35.00
Concrete Block	3500 lb.	Each	10	x	\$ 35.00	=	\$ 350.00	\$ 35.00
Banner Frame	N/A	Square Foot	1000	x	\$ 10.00	=	\$ 10,000.00	\$ 10.00
<b>Structures</b>								
Structure Clear Span	100' x 100'	Each	1	x	\$ 15,300.00	=	\$ 15,300.00	\$ 15,300.00
Structure Clear Span	120' x 120'	Each	1	x	\$ 22,000.00	=	\$ 22,000.00	\$ 22,000.00
Structure Engineering	100' x 100'	Each	1	x	\$ 2,000.00	=	\$ 2,000.00	\$ -
Structure Engineering	120' x 120'	Each	1	x	\$ 2,000.00	=	\$ 2,000.00	\$ 2,000.00
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	1,200	x	\$ 1.70	=	\$ 2,040.00	\$ 1.70
Fence	3', 6', 8', 10' Heights	Linear Foot	1,000	x	\$ 1.70	=	\$ 1,700.00	\$ 1.70
Freestanding	3', 6', 8', 10' Heights	Linear Foot	1,000	x	\$ 3.30	=	\$ 3,300.00	\$ 3.30
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	250	x	\$ 4.60	=	\$ 1,150.00	\$ 4.60
Sliding Cable	N/A	Linear Foot	250	x	\$ 1.75	=	\$ 437.50	\$ 1.75
<b>Pipe &amp; Drape</b>								
Banjo Cloth Booth	10' x 10'	Each	10	x	\$ 43.00	=	\$ 430.00	\$ 43.00
Banjo Cloth Booth	10' x 20'	Each	10	x	\$ 53.00	=	\$ 530.00	\$ 53.00
Velon Booth	10' x 10'	Each	15	x	\$ 38.00	=	\$ 570.00	\$ 38.00
Velon Booth	10' x 20'	Each	5	x	\$ 48.00	=	\$ 240.00	\$ 48.00
Banjo Cloth	3' to 8' High	Linear Foot	1500	x	\$ 3.25	=	\$ 4,875.00	\$ 3.25
Velon	3' to 8' High	Linear Foot	550	x	\$ 2.25	=	\$ 1,237.50	\$ 2.25
<b>Seating</b>								
Samsonite Chairs	Min. 300 lb. Capacity	Each	900	x	\$ 1.15	=	\$ 1,035.00	\$ 1.15
Banquet Chairs	Min. 300 lb. Capacity	Each	180	x	\$ 13.25	=	\$ 2,385.00	\$ 13.25
<b>Lighting</b>								
Single LED	60-200 Watt	Each	250	x	\$ 21.50	=	\$ 5,375.00	\$ 21.50
<b>Floor Covering</b>								
Astro turf	N/A	Square Foot	2,500	x	\$ 0.72	=	\$ 1,800.00	\$ 0.72
Carpet	N/A	Square Foot	2,500	x	\$ 1.15	=	\$ 2,875.00	\$ 1.15
Parquet Dance Floor	N/A	Square Foot	400	x	\$ 1.70	=	\$ 680.00	\$ 1.70
Wooden Lay Down Floor	N/A	Square Foot	400	x	\$ 1.80	=	\$ 720.00	\$ 1.80
<b>Tables (Bare)</b>								
Banquet	4'	Each	20	x	\$ 15.00	=	\$ 300.00	\$ 15.50
Banquet	6'	Each	100	x	\$ 15.50	=	\$ 1,550.00	\$ 15.50
Banquet	8'	Each	230	x	\$ 16.50	=	\$ 3,795.00	\$ 16.50
Trestle	4'	Each	20	x	\$ 16.50	=	\$ 330.00	\$ 16.50
Trestle	6'	Each	20	x	\$ 16.50	=	\$ 330.00	\$ 16.50
Serpentine	8'	Each	20	x	\$ 16.50	=	\$ 330.00	\$ 16.50
<b>Table Covers (Purchase Price)</b>								
Rectangular - Velon Top Only (Purchase)	8'	Each	5	x	\$ 11.30	=	\$ 56.50	\$ 11.30
Trestle - Velon Top Only (Purchase)	4'	Each	20	x	\$ 9.20	=	\$ 184.00	\$ 9.20
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	35	x	\$ 27.50	=	\$ 962.50	\$ 27.50
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	185	x	\$ 33.00	=	\$ 6,105.00	\$ 33.00

**Additional Items**

Chrome Garment Racks	N/A	Each	2	x \$ 27.50	= \$ 55.00	\$ 27.50
Industrial Fans (3' Diameter)	N/A	Each	50	x \$ 82.00	= \$ 4,100.00	\$ 82.00
Box Wood Hedges	4' x 8'	Each	70	x \$ 145.00	= \$ 10,150.00	\$ 145.00
Single Sided Hedges	4' x 8'	Each	6	x \$ 113.00	= \$ 678.00	\$ 113.00
Pallet Ottoan	N/A	Each	6	x \$ 205.00	= \$ 1,230.00	\$ 205.00
Sandbags	N/A	Each	60	x \$ 6.20	= \$ 372.00	\$ 6.20
Lepoard Print Lounge chair	3' x 2'	Each	4	x \$ 92.00	= \$ 368.00	\$ 92.00
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 200.00	= \$ 400.00	\$ 200.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 17.50	= \$ 140.00	\$ 17.50
Vineyard Crossack Chair	N/A	Each	16	x \$ 11.25	= \$ 180.00	\$ 11.25
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 165.00	= \$ 660.00	\$ 165.00
Picket Fence	3' x 8'	Feet	640	x \$ 3.40	= \$ 2,176.00	\$ 3.40
Stage Platform	4' x 8' x 24"	Each	1	x \$ 82.00	= \$ 82.00	\$ 82.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	20	x \$ 40.00	= \$ 800.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	20	x \$ 35.00	= \$ 700.00	\$ 35.00
No Smoking Sign	N/A	Each	20	x \$ 5.00	= \$ 100.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	10	x \$ 550.00	= \$ 5,500.00	\$ 550.00
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<b>Imaginology</b>
<b>Total</b>
ESTIMATED 2026 \$ 139,525.00

<b>Extension Total</b>
ESTIMATED 2026 \$ 46,343.67

2026 TOTAL BID FOR IMAGINOLOGY AND EXTENSION \$ 185,868.67

**PRICING FOR: IMAGINOLOGY 2027 (2-DAY - APRIL)**

**BIDDER MUST COMPLETE ALL CELLS INCLUDING EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION**

Contract Year: January 1, 2027 - December 31, 2027								
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost per Unit Imaginology	=	Imaginology Total	Extension Unit Cost Weekly (Pre- /Post- Imaginology)
<b>Tents/Canopies</b>								
Festival / Pagoda	10 x 10	Each	10	x \$ 100.00	= \$	1,000.00	\$ 100.00	
Festival / Pagoda	10 x 20	Each	17	x \$ 200.00	= \$	3,400.00	\$ 200.00	
Festival / Pagoda	10 x 30	Each	3	x \$ 300.00	= \$	900.00	\$ 300.00	
Festival / Pagoda	20 x 20	Each	3	x \$ 380.00	= \$	1,140.00	\$ 380.00	
Festival / Pagoda	20 x 30	Each	1	x \$ 560.00	= \$	560.00	\$ 560.00	
Festival / Pagoda	20 x 40	Each	2	x \$ 750.00	= \$	1,500.00	\$ 750.00	
Festival / Pagoda	30 x 30	Each	1	x \$ 945.00	= \$	945.00	\$ 945.00	
Festival / Pagoda	30 x 50	Each	1	x \$ 1,550.00	= \$	1,550.00	\$ 1,550.00	
Concrete Block	150 lb.	Each	50	x \$ 25.00	= \$	1,250.00	\$ 25.00	
Concrete Block	350 lb.	Each	30	x \$ 25.00	= \$	750.00	\$ 25.00	
Concrete Block	500 lb.	Each	50	x \$ 30.00	= \$	1,500.00	\$ 30.00	
Concrete Block	700 lb.	Each	10	x \$ 30.00	= \$	300.00	\$ 30.00	
Concrete Block	1750 lb.	Each	10	x \$ 35.00	= \$	350.00	\$ 35.00	
Concrete Block	3500 lb.	Each	10	x \$ 35.00	= \$	350.00	\$ 35.00	
Banner Frame	N/A	Square Foot	1000	x \$ 10.00	= \$	10,000.00	\$ 10.00	
<b>Structures</b>								
Structure Clear Span	100' x 100'	Each	1	x \$ 15,700.00	= \$	15,700.00	\$ 15,700.00	
Structure Clear Span	120' x 120'	Each	1	x \$ 22,500.00	= \$	22,500.00	\$ 22,500.00	
Structure Engineering	100' x 100'	Each	1	x \$ 2,000.00	= \$	2,000.00	\$ 2,000.00	
Structure Engineering	120' x 120'	Each	1	x \$ 2,000.00	= \$	2,000.00	\$ 2,000.00	
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	1,200	x \$ 1.75	= \$	2,100.00	\$ 1.75	
Fence	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 1.75	= \$	1,750.00	\$ 1.75	
Freestanding	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 3.50	= \$	3,500.00	\$ 3.50	
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	250	x \$ 4.70	= \$	1,175.00	\$ 4.70	
Sliding Cable	N/A	Linear Foot	250	x \$ 1.80	= \$	450.00	\$ 1.80	
<b>Pipe &amp; Drape</b>								
Banjo Cloth Booth	10' x 10'	Each	10	x \$ 45.00	= \$	450.00	\$ 45.00	
Banjo Cloth Booth	10' x 20'	Each	10	x \$ 57.00	= \$	570.00	\$ 57.00	
Velon Booth	10' x 10'	Each	15	x \$ 40.00	= \$	600.00	\$ 40.00	
Velon Booth	10' x 20'	Each	5	x \$ 52.00	= \$	260.00	\$ 52.00	
Banjo Cloth	3' to 8' High	Linear Foot	1500	x \$ 3.50	= \$	5,250.00	\$ 3.50	
Velon	3' to 8' High	Linear Foot	550	x \$ 2.35	= \$	1,292.50	\$ 2.35	
<b>Seating</b>								
Samsonite Chairs	Min. 300 lb. Capacity	Each	900	x \$ 1.20	= \$	1,080.00	\$ 1.20	
Banquet Chairs	Min. 300 lb. Capacity	Each	180	x \$ 14.00	= \$	2,520.00	\$ 14.00	
<b>Lighting</b>								
Single LED	60-200 Watt	Each	250	x \$ 22.00	= \$	5,500.00	\$ 22.00	
<b>Floor Covering</b>								
Astroturf	N/A	Square Foot	2,500	x \$ 0.75	= \$	1,875.00	\$ 0.75	
Carpet	N/A	Square Foot	2,500	x \$ 1.20	= \$	3,000.00	\$ 1.20	
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.80	= \$	720.00	\$ 1.80	
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.90	= \$	760.00	\$ 1.90	
<b>Tables (Bare)</b>								
Banquet	4'	Each	20	x \$ 16.00	= \$	320.00	\$ 16.00	
Banquet	6'	Each	100	x \$ 16.00	= \$	1,600.00	\$ 16.00	
Banquet	8'	Each	230	x \$ 17.00	= \$	3,910.00	\$ 17.00	
Trestle	4'	Each	20	x \$ 17.00	= \$	340.00	\$ 17.00	
Trestle	6'	Each	20	x \$ 17.00	= \$	340.00	\$ 17.00	
Serpentine	8'	Each	20	x \$ 17.00	= \$	340.00	\$ 17.00	
<b>Table Covers (Purchase Price)</b>								
Rectangular - Velon Top Only (Purchase)	8'	Each	5	x \$ 11.50	= \$	57.50	\$ 11.50	
Trestle - Velon Top Only (Purchase)	4'	Each	20	x \$ 9.50	= \$	190.00	\$ 9.50	
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	35	x \$ 28.00	= \$	980.00	\$ 28.00	
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	185	x \$ 33.50	= \$	6,197.50	\$ 33.50	

**Additional Items**

Chrome Garment Racks	N/A	Each	2	x \$ 28.50	= \$ 57.00	\$ 28.50
Industrial Fans (3' Diameter)	N/A	Each	50	x \$ 83.00	= \$ 4,150.00	\$ 83.00
Box Wood Hedges	4' x 8'	Each	70	x \$ 147.00	= \$ 10,290.00	\$ 147.00
Single Sided Hedges	4' x 8'	Each	6	x \$ 115.00	= \$ 690.00	\$ 115.00
Pallet Ottoan	N/A	Each	6	x \$ 206.00	= \$ 1,236.00	\$ 206.00
Sandbags	N/A	Each	60	x \$ 6.30	= \$ 378.00	\$ 6.30
Lepoard Print Lounge chair	3' x 2'	Each	4	x \$ 93.00	= \$ 372.00	\$ 93.00
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 205.00	= \$ 410.00	\$ 205.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 18.00	= \$ 144.00	\$ 18.00
Vineyard Crossack Chair	N/A	Each	16	x \$ 11.35	= \$ 181.60	\$ 11.35
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 168.00	= \$ 672.00	\$ 168.00
Picket Fence	3' x 8'	Feet	640	x \$ 3.50	= \$ 2,240.00	\$ 3.50
Stage Platform	4' x 8' x 24"	Each	1	x \$ 84.00	= \$ 84.00	\$ 84.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	20	x \$ 40.00	= \$ 800.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	20	x \$ 35.00	= \$ 700.00	\$ 35.00
No Smoking Sign	N/A	Each	20	x \$ 5.00	= \$ 100.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	10	x \$ 575.00	= \$ 5,750.00	\$ 575.00
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<b>Imaginology</b>
<b>Total</b>
ESTIMATED 2027 \$ 143,077.10

<b>Extension Total</b>
ESTIMATED 2027 \$ 49,437.35

2027 TOTAL BID FOR IMAGINOLOGY AND EXTENSION \$ 192,514.45

**PRICING FOR: IMAGINOLOGY 2028 (2-DAY - APRIL)**

**BIDDER MUST COMPLETE ALL CELLS INCLUDING EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION**

Contract Year: January 1, 2028 - December 31, 2028								
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Imaginology	=	Imaginology Total	Extension Unit Cost Weekly (Pre- /Post- Imaginology)
<b>Tents/Canopies</b>								
Festival / Pagoda	10 x 10	Each	10	x \$ 100.00	= \$	1,000.00	\$ 100.00	
Festival / Pagoda	10 x 20	Each	17	x \$ 200.00	= \$	3,400.00	\$ 200.00	
Festival / Pagoda	10 x 30	Each	3	x \$ 300.00	= \$	900.00	\$ 300.00	
Festival / Pagoda	20 x 20	Each	3	x \$ 380.00	= \$	1,140.00	\$ 380.00	
Festival / Pagoda	20 x 30	Each	1	x \$ 560.00	= \$	560.00	\$ 560.00	
Festival / Pagoda	20 x 40	Each	2	x \$ 750.00	= \$	1,500.00	\$ 750.00	
Festival / Pagoda	30 x 30	Each	1	x \$ 945.00	= \$	945.00	\$ 945.00	
Festival / Pagoda	30 x 50	Each	1	x \$ 1,550.00	= \$	1,550.00	\$ 1,550.00	
Concrete Block	150 lb.	Each	50	x \$ 25.00	= \$	1,250.00	\$ 25.00	
Concrete Block	350 lb.	Each	30	x \$ 25.00	= \$	750.00	\$ 25.00	
Concrete Block	500 lb.	Each	50	x \$ 30.00	= \$	1,500.00	\$ 30.00	
Concrete Block	700 lb.	Each	10	x \$ 30.00	= \$	300.00	\$ 30.00	
Concrete Block	1750 lb.	Each	10	x \$ 35.00	= \$	350.00	\$ 35.00	
Concrete Block	3500 lb.	Each	10	x \$ 35.00	= \$	350.00	\$ 35.00	
Banner Frame	N/A	Square Foot	1000	x \$ 10.00	= \$	10,000.00	\$ 10.00	
<b>Structures</b>								
Structure Clear Span	100' x 100'	Each	1	x \$ 15,700.00	= \$	15,700.00	\$ 15,700.00	
Structure Clear Span	120' x 120'	Each	1	x \$ 22,500.00	= \$	22,500.00	\$ 22,500.00	
Structure Engineering	100' x 100'	Each	1	x \$ 2,000.00	= \$	2,000.00	\$ 2,000.00	
Structure Engineering	120' x 120'	Each	1	x \$ 2,000.00	= \$	2,000.00	\$ 2,000.00	
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	1,200	x \$ 1.75	= \$	2,100.00	\$ 1.75	
Fence	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 1.75	= \$	1,750.00	\$ 1.75	
Freestanding	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 3.50	= \$	3,500.00	\$ 3.50	
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	250	x \$ 4.70	= \$	1,175.00	\$ 4.70	
Sliding Cable	N/A	Linear Foot	250	x \$ 1.80	= \$	450.00	\$ 1.80	
<b>Pipe &amp; Drape</b>								
Banjo Cloth Booth	10' x 10'	Each	10	x \$ 45.00	= \$	450.00	\$ 45.00	
Banjo Cloth Booth	10' x 20'	Each	10	x \$ 57.00	= \$	570.00	\$ 57.00	
Velon Booth	10' x 10'	Each	15	x \$ 40.00	= \$	600.00	\$ 40.00	
Velon Booth	10' x 20'	Each	5	x \$ 52.00	= \$	260.00	\$ 52.00	
Banjo Cloth	3' to 8' High	Linear Foot	1500	x \$ 3.50	= \$	5,250.00	\$ 3.50	
Velon	3' to 8' High	Linear Foot	550	x \$ 2.35	= \$	1,292.50	\$ 2.35	
<b>Seating</b>								
Samsonite Chairs	Min. 300 lb. Capacity	Each	900	x \$ 1.20	= \$	1,080.00	\$ 1.20	
Banquet Chairs	Min. 300 lb. Capacity	Each	180	x \$ 14.00	= \$	2,520.00	\$ 14.00	
<b>Lighting</b>								
Single LED	60-200 Watt	Each	250	x \$ 22.00	= \$	5,500.00	\$ 22.00	
<b>Floor Covering</b>								
Astroturf	N/A	Square Foot	2,500	x \$ 0.75	= \$	1,875.00	\$ 0.75	
Carpet	N/A	Square Foot	2,500	x \$ 1.20	= \$	3,000.00	\$ 1.20	
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.80	= \$	720.00	\$ 1.80	
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.90	= \$	760.00	\$ 1.90	
<b>Tables (Bare)</b>								
Banquet	4'	Each	20	x \$ 16.00	= \$	320.00	\$ 16.00	
Banquet	6'	Each	100	x \$ 16.00	= \$	1,600.00	\$ 16.00	
Banquet	8'	Each	230	x \$ 17.00	= \$	3,910.00	\$ 17.00	
Trestle	4'	Each	20	x \$ 17.00	= \$	340.00	\$ 17.00	
Trestle	6'	Each	20	x \$ 17.00	= \$	340.00	\$ 17.00	
Serpentine	8'	Each	20	x \$ 17.00	= \$	340.00	\$ 17.00	
<b>Table Covers (Purchase Price)</b>								
Rectangular - Velon Top Only (Purchase)	8'	Each	5	x \$ 11.50	= \$	57.50	\$ 11.50	
Trestle - Velon Top Only (Purchase)	4'	Each	20	x \$ 9.50	= \$	190.00	\$ 9.50	
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	35	x \$ 28.00	= \$	980.00	\$ 28.00	
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	185	x \$ 33.50	= \$	6,197.50	\$ 33.50	

**Additional Items**

Chrome Garment Racks	N/A	Each	2	x \$ 28.50	= \$ 57.00	\$ 28.50
Industrial Fans (3' Diameter)	N/A	Each	50	x \$ 83.00	= \$ 4,150.00	\$ 83.00
Box Wood Hedges	4' x 8'	Each	70	x \$ 147.00	= \$ 10,290.00	\$ 147.00
Single Sided Hedges	4' x 8'	Each	6	x \$ 115.00	= \$ 690.00	\$ 115.00
Pallet Ottoman	N/A	Each	6	x \$ 206.00	= \$ 1,236.00	\$ 206.00
Sandbags	N/A	Each	60	x \$ 6.30	= \$ 378.00	\$ 6.30
Leopard Print Lounge chair	3' x 2'	Each	4	x \$ 93.00	= \$ 372.00	\$ 93.00
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 205.00	= \$ 410.00	\$ 205.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 18.00	= \$ 144.00	\$ 18.00
Vineyard Crossack Chair	N/A	Each	16	x \$ 11.35	= \$ 181.60	\$ 11.35
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 168.00	= \$ 672.00	\$ 168.00
Picket Fence	3' x 8'	Feet	640	x \$ 3.50	= \$ 2,240.00	\$ 3.50
Stage Platform	4' x 8' x 24"	Each	1	x \$ 84.00	= \$ 84.00	\$ 84.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	20	x \$ 40.00	= \$ 800.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	20	x \$ 35.00	= \$ 700.00	\$ 35.00
No Smoking Sign	N/A	Each	20	x \$ 5.00	= \$ 100.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	10	x \$ 575.00	= \$ 5,750.00	\$ 575.00
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<b>Imaginology</b>
<b>Total</b>
ESTIMATED 2028 \$ 143,077.10

<b>Extension Total</b>
ESTIMATED 2028 \$ 49,437.35

2028 TOTAL BID FOR IMAGINOLOGY AND EXTENSION \$ 192,514.45

**PRICING FOR: IMAGINOLOGY 2029 (2-DAY - APRIL)**

**BIDDER MUST COMPLETE ALL CELLS INCLUDING EXTENSION COST. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION**

Contract Year: January 1, 2029 - December 31, 2029								
Style	Size (Heights 8' and 10')	Unit of Measure	Estimated Quantity	x	Cost Per Unit - Imaginology	=	Imaginology Total	Extension Unit Cost Weekly (Pre- /Post- Imaginology)
<b>Tents/Canopies</b>								
Festival / Pagoda	10 x 10	Each	10	x \$ 103.00	= \$ 1,030.00	\$ 103.00		
Festival / Pagoda	10 x 20	Each	17	x \$ 205.00	= \$ 3,485.00	\$ 205.00		
Festival / Pagoda	10 x 30	Each	3	x \$ 310.00	= \$ 930.00	\$ 310.00		
Festival / Pagoda	20 x 20	Each	3	x \$ 390.00	= \$ 1,170.00	\$ 390.00		
Festival / Pagoda	20 x 30	Each	1	x \$ 575.00	= \$ 575.00	\$ 575.00		
Festival / Pagoda	20 x 40	Each	2	x \$ 775.00	= \$ 1,550.00	\$ 775.00		
Festival / Pagoda	30 x 30	Each	1	x \$ 975.00	= \$ 975.00	\$ 975.00		
Festival / Pagoda	30 x 50	Each	1	x \$ 1,600.00	= \$ 1,600.00	\$ 1,600.00		
Concrete Block	150 lb.	Each	50	x \$ 25.00	= \$ 1,250.00	\$ 25.00		
Concrete Block	350 lb.	Each	30	x \$ 25.00	= \$ 750.00	\$ 25.00		
Concrete Block	500 lb.	Each	50	x \$ 30.00	= \$ 1,500.00	\$ 30.00		
Concrete Block	700 lb.	Each	10	x \$ 30.00	= \$ 300.00	\$ 30.00		
Concrete Block	1750 lb.	Each	10	x \$ 35.00	= \$ 350.00	\$ 35.00		
Concrete Block	3500 lb.	Each	10	x \$ 35.00	= \$ 350.00	\$ 35.00		
Banner Frame	N/A	Square Foot	1000	x \$ 10.00	= \$ 10,000.00	\$ 10.00		
<b>Structures</b>								
Structure Clear Span	100' x 100'	Each	1	x \$ 16,000.00	= \$ 16,000.00	\$ 16,000.00		
Structure Clear Span	120' x 120'	Each	1	x \$ 23,000.00	= \$ 23,000.00	\$ 23,000.00		
Structure Engineering	100' x 100'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 2,000.00		
Structure Engineering	120' x 120'	Each	1	x \$ 2,000.00	= \$ 2,000.00	\$ 2,000.00		
<b>Vinyl Wall</b>								
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	1,200	x \$ 1.80	= \$ 2,160.00	\$ 1.80		
Fence	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 1.80	= \$ 1,800.00	\$ 1.80		
Freestanding	3', 6', 8', 10' Heights	Linear Foot	1,000	x \$ 3.50	= \$ 3,500.00	\$ 3.50		
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	250	x \$ 4.80	= \$ 1,200.00	\$ 4.80		
Sliding Cable	N/A	Linear Foot	250	x \$ 1.90	= \$ 475.00	\$ 1.90		
<b>Pipe &amp; Drape</b>								
Banjo Cloth Booth	10' x 10'	Each	10	x \$ 47.00	= \$ 470.00	\$ 47.00		
Banjo Cloth Booth	10' x 20'	Each	10	x \$ 60.00	= \$ 600.00	\$ 60.00		
Velon Booth	10' x 10'	Each	15	x \$ 43.00	= \$ 645.00	\$ 43.00		
Velon Booth	10' x 20'	Each	5	x \$ 55.00	= \$ 275.00	\$ 55.00		
Banjo Cloth	3' to 8' High	Linear Foot	1500	x \$ 3.75	= \$ 5,625.00	\$ 3.75		
Velon	3' to 8' High	Linear Foot	550	x \$ 2.50	= \$ 1,375.00	\$ 2.50		
<b>Seating</b>								
Samsonite Chairs	Min. 300 lb. Capacity	Each	900	x \$ 1.25	= \$ 1,125.00	\$ 1.25		
Banquet Chairs	Min. 300 lb. Capacity	Each	180	x \$ 14.50	= \$ 2,610.00	\$ 14.50		
<b>Lighting</b>								
Single LED	60-200 Watt	Each	250	x \$ 23.50	= \$ 5,875.00	\$ 23.50		
<b>Floor Covering</b>								
Astroturf	N/A	Square Foot	2,500	x \$ 0.78	= \$ 1,950.00	\$ 0.78		
Carpet	N/A	Square Foot	2,500	x \$ 1.25	= \$ 3,125.00	\$ 1.25		
Parquet Dance Floor	N/A	Square Foot	400	x \$ 1.85	= \$ 740.00	\$ 1.85		
Wooden Lay Down Floor	N/A	Square Foot	400	x \$ 1.95	= \$ 780.00	\$ 1.95		
<b>Tables (Bare)</b>								
Banquet	4'	Each	20	x \$ 16.50	= \$ 330.00	\$ 16.50		
Banquet	6'	Each	100	x \$ 16.50	= \$ 1,650.00	\$ 16.50		
Banquet	8'	Each	230	x \$ 17.50	= \$ 4,025.00	\$ 17.50		
Trestle	4'	Each	20	x \$ 17.50	= \$ 350.00	\$ 17.50		
Trestle	6'	Each	20	x \$ 17.50	= \$ 350.00	\$ 17.50		
Serpentine	8'	Each	20	x \$ 17.50	= \$ 350.00	\$ 17.50		
<b>Table Covers (Purchase Price)</b>								
Rectangular - Velon Top Only (Purchase)	8'	Each	5	x \$ 12.00	= \$ 60.00	\$ 12.00		
Trestle - Velon Top Only (Purchase)	4'	Each	20	x \$ 10.00	= \$ 200.00	\$ 10.00		
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	35	x \$ 28.50	= \$ 997.50	\$ 28.50		
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	185	x \$ 34.00	= \$ 6,290.00	\$ 34.00		

**Additional Items**

Chrome Garment Racks	N/A	Each	2	x \$ 29.00	= \$ 58.00	\$ 29.00
Industrial Fans (3 Diameter)	N/A	Each	50	x \$ 85.00	= \$ 4,250.00	\$ 85.00
Box Wood Hedges	4' x 8'	Each	70	x \$ 150.00	= \$ 10,500.00	\$ 150.00
Single Sided Hedges	4' x 8'	Each	6	x \$ 120.00	= \$ 720.00	\$ 120.00
Pallet Ottoman	N/A	Each	6	x \$ 210.00	= \$ 1,260.00	\$ 210.00
Sandbags	N/A	Each	60	x \$ 6.35	= \$ 381.00	\$ 6.35
Lepoard Print Lounge chair	3' x 2'	Each	4	x \$ 95.00	= \$ 380.00	\$ 95.00
Vineyard Communal Cocktail Table	2' x 8'	Each	2	x \$ 207.00	= \$ 414.00	\$ 207.00
Vineyard Crossback Barstool	N/A	Each	8	x \$ 18.50	= \$ 148.00	\$ 18.50
Vineyard Crossack Chair	N/A	Each	16	x \$ 11.50	= \$ 184.00	\$ 11.50
Vineyard Sweetheart Table	2' x 4'	Each	4	x \$ 170.00	= \$ 680.00	\$ 170.00
Picket Fence	3' x 8'	Feet	640	x \$ 3.60	= \$ 2,304.00	\$ 3.60
Stage Platform	4' x 8' x 24"	Each	1	x \$ 85.00	= \$ 85.00	\$ 85.00

**Safety Equipment**

Fire Extinguisher	N/A	Each	20	x \$ 40.00	= \$ 800.00	\$ 40.00
Illuminated Exit Sign	N/A	Each	20	x \$ 35.00	= \$ 700.00	\$ 35.00
No Smoking Sign	N/A	Each	20	x \$ 5.00	= \$ 100.00	\$ 5.00

**Project/Site Manager**

Project/Site Manager	N/A	Day	10	x \$ 595.00	= \$ 5,950.00	\$ 595.00
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<b>Imaginology Total</b>	<b>Extension Total</b>
ESTIMATED 2029 \$ 146,661.50	ESTIMATED 2029 \$ 50,446.58

2029 TOTAL BID FOR IMAGINOLOGY AND EXTENSION \$ 197,108.08

<b>Imaginology and Extension Total</b>
ESTIMATED 2025 \$ 183,430.70
ESTIMATED 2026 \$ 185,868.67
ESTIMATED 2027 \$ 192,514.45
ESTIMATED 2028 \$ 192,514.45
ESTIMATED 2029 \$ 197,108.08
IMAGINOLOGY AND EXTENSION 2025-2029 TOTAL \$ 951,436.35

**ESTIMATED IMAGINOLOGY TOTAL**

CONTRACT YEAR	IMAGINOLOGY EVENT	ADDITIONAL EQUIPMENT (NTE)	TOTAL
January 1, 2025 - December 31, 2025 (Contract Year 1)	\$ 183,430.70	\$ 11,000.00	\$ 194,430.70
January 1, 2026 - December 31, 2026 (Contract Year 2)	\$ 185,868.67	\$ 11,000.00	\$ 196,868.67
January 1, 2027 - December 31, 2027 (Contract Year 3)	\$ 192,514.45	\$ 11,000.00	\$ 203,514.45
January 1, 2028 - December 31, 2028 (Contract Year 4)	\$ 192,514.45	\$ 11,000.00	\$ 203,514.45
January 1, 2029 - December 31, 2029 (Contract Year 5)	\$ 197,108.08	\$ 11,000.00	\$ 208,108.08
<b>January 1, 2025 - December 31, 2029</b> <b>Five Year Cumulative Total</b>	<b>\$ 951,436.35</b>	<b>\$ 55,000.00</b>	<b>\$ 1,006,436.35</b>

### **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](http://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. CFSFA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSFA) 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 (CFSFA).

OR

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

#### **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-

Siemens Industry, Inc.  
SA-229-24YR  
PAGE 48 of 55



**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):	<input type="checkbox"/> Contractor	<input type="checkbox"/> Consultant	<input type="checkbox"/> Concessionaire
	<input type="checkbox"/> Entertainer	<input type="checkbox"/> Exhibitor	<input type="checkbox"/> 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

**Siemens Industry, Inc.**  
**SA-229-24YR**  
**PAGE 49 of 55**



**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)

-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](mailto: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 32<sup>nd</sup> 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 32<sup>nd</sup> 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-

AGREEMENT NUMBER  
**SA-007-25FTYR**  
PURCHASING NUMBER (if applicable)

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

**CONTRACTING AGENCY NAME**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

**CONTRACTOR NAME**

I COLOR PRINTING & MAILING INC.

The term of this  
Agreement is:

01/01/2025

through 12/31/2025

**FED ID:**

### 3. The maximum amount

**\$35,647.00**

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 printing services for marketing materials at the OC Fair & Event Center	Pages 2-6
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 7-9
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 10-13
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 14-17
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 18-20
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 21-22
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 23
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 24-28
Exhibit I – RFI #1	29-30

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.

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>I Color Printing &amp; Mailing Inc.</b>		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sameer Khan, Account Manager</b>		
CONTRACTOR BUSINESS ADDRESS		
<b>13000 South Broadway, Los Angeles, CA 90061</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME		
<b>32<sup>ND</sup> District Agricultural Association/OC Fair &amp; Event Center</b>		
AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
<input type="checkbox"/> Exempt per:		

## EXHIBIT A – SCOPE OF WORK

### CONTRACT REPRESENTATIVES

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
Jason Jacobson, Planning and Production Director  
Phone (714) 708-1549

**I Color Printing & Mailing Inc.**  
Sameer Khan, Account Manager  
Email: [sameer@icolorprinting.net](mailto:sameer@icolorprinting.net)

The District's Invitation For Bid (IFB) for Printing Services for Marketing Materials, released September 10, 2024, 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 Printing Services for Marketing Materials, dated October 31, 2024, 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.

### Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

### GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**Scope of Work:**

**A. Purpose and Background**

The District is seeking printing services for marketing materials to support all of the facility's year-round and Fair time programs and events.

**1. Minimum Qualification Requirements:**

- a. Primary Bidder must have a minimum of three (3) years of relevant experience providing printing services.
- b. Primary Bidder's business office is located within 50-mile radius of 88 Fair Drive, Costa Mesa, CA.
- c. Primary Bidder has to perform the majority of the work (85%) to ensure consistency in quality of materials.
- d. Bidder 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.
- e. Bidder must have a minimum of three (3) satisfactory references. References must be similar in scope of work. References will be verified upon awarding the contract.

**B. Scope of Work:**

Contractor shall fulfill the following printing needs:

Project	Description	Quantity 1	Quantity 2
Rack Card	Size: 5x10" Color: 4/4 cp full bleeds Paper: 16 pt. C2S Cover Stock - white Due: January 2025	Up to 5,000	Above 5,000
Brochure - Design 1	Size: 10.75x10", Finished: 5.375x10" Color: 4/4 cp full bleeds Paper: 70# pacesetter silk book Fold: 4-panel Due: May 2025	Up to 40,000	Above 40,000
Brochure - Design 2	Size: 11x 25.5", Finished: 8.5x11" Color: 4/4 cp full bleeds Paper: 80# Matte Book – white Fold: 6-panel, tri-fold Due: January 2025	Up to 40,000	Above 40,000
Brochure - Design 3	Size: 8.5x14", Finished: 3.5x8.5" Color: 4/4 cp full bleeds Paper: 80# Matte Book – white Fold: 8-panel, roll fold Due: January 2025	Up to 40,000	Above 40,000

Brochure - Design 4	Size: 24.75x11", Final size: 4.1875x11" Color: 4/4 cp full bleeds Paper: 70# Pacesetter Silk Book Fold:12-panel Due: January 2025	Up to 40,000	Above 40,000
Notecards - Design 1	Size: 6"x9" flat, 6"x4.5" finished, Color: 4/4 cp full bleeds Paper: 65# uncoated cover Fold: 1 sheet folded in half Due: June 2025	Up to 1,000	More than 1,000
Notecards - Design 2	Size: 5.75" x 9" flat, 5.75" x 4.5" folded with 1 inside pocket Color: 4/4 cp full bleeds Paper: 10 pt gloss cover Fold: 1 sheet folded in half with 2" horizontal pocket Due: January 2025	Up to 7,000	More than 7,000
Postcards - Design 1	Size: 6"x4" Color: 4/4 cp full bleeds Paper: 100# matte cover Due: June 2025	Up to 1,500	More than 1,500
Postcards - Design 2	Size: 7"x5" Color: 4/4 cp full bleeds Paper: 110# opaque cover uncoated Due: June 2025	Up to 1,000	More than 1,000
Poster	Size: 11x17" Color: 4/0 cp full bleeds Paper: 110# matte cover Due: March 2025	Up to 100	More than 100
Envelopes - Design 1	Size: 6 ¾ (6 ½ x 3 5/8") Color: 4/0 cp full bleeds Paper: 80# Opaque Smooth White; glue seal Due: March 2025	Up to 7,000	More than 7,000
Envelopes - Design 2	Size: A6 6.5"x4.75" Color: 4/0 cp full bleeds Paper: 80# text, uncoated, glue seal Due: March 2025	Up to 7,000	More than 7,000
Activity Book	Size: 14" w x 10" h Flat, 7" w x 10" h finished Color: 1/1 Paper: 80# uncoated text Binding: 2 sheets folded in half, saddle stitch Due: March 2025	Up to 20,000	More than 20,000

I Color Printing & Mailing, Inc.

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Presentation Folder	Size: 9" x 12" finished size with 2 inside pockets Color: 4/0 cp full bleeds Paper: 14pt. Kromekote C1S Due: March 2025	Up to 250	More than 250
Table Tent - Design 1	Size: Flat 4" l x 16.25" h, Folded 4" l x 6" h x 2.125" w Color: 4/0 cp full bleeds Paper: 14pt. Cardstock gloss Due: March 2025	Up to 100	More than 100
Table Tent - Design 2	Size: Flat 8.5"x31.6",Folded: 8.5"x11"x4.8" Color: 4/0 cp full bleeds Paper: 14pt. Cardstock gloss Due: March 2025	Up to 100	More than 100
Mounted table top sign	Size: 8.5x11" Color: 4/0 cp full bleeds Paper: 48 pt cardstock with built-in folding stand Due: June 2025	Up to 150	More than 150
Coloring Pages	Size: 8.5x11" Color: B&W Paper: 65# opaque cover uncoated paper Due: March 2025	Up to 1,000	More than 1,000
Fair Map	Size: 8.5x14" Color: 4/4 cp full bleeds Paper: 100# dull text Due: June 2025	Up to 40,000	More than 40,000
Rush Fee	Days 1-4		
Proof Fee			

The District will provide the contractor with as much notice as possible before the required delivery date. A minimum notification period of 5 working days is required for printed collateral. The contractor must produce and deliver the printed materials by the District's requested deadline. If the Contractor intends to charge a rush fee for requests under 5 working days, please note the rush fee on the Financial Bid Form.

The Contractor must provide electronic and paper proofs. The Contractor must receive approval from the District prior to the production of any printing projects. If the Contractor intends to charge a proof fee for any printing requests, please note the required proof fee on the Financial Bid Form.

The District reserves the right to choose the quantity of each project depending on the demand or needs the District.

Contractor must comply with prevailing wage compliance (If applicable)

I Color Printing & Mailing, Inc.

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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-

I Color Printing & Mailing, Inc.  
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**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100

**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. Invoice to be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

Project	Description	Estimated Quantity	Proposed Price Per Unit (within Estimated Quantity)	Total Cost	Price Per Unit When Exceed the " Estimated Quantity"
Rack Card	Size: 5x10" Color: 4/4 cp full bleeds Paper: 16 pt. C2S Cover Stock - white Due: January 2025	Up to 5,000	\$0.15	\$750.00	0.140
Brochure - Design 1	Size: 10.75x10", Finished: 5.375x10" Color: 4/4 cp full bleeds Paper: 70# pacesetter silk book Fold: 4-panel Due: May 2025	Up to 40,000	\$0.07	\$2,800.00	0.060
Brochure - Design 2	Size: 11x 25.5", Finished: 8.5x11" Color: 4/4 cp full bleeds Paper: 80# Matte Book – white Fold: 6-panel, tri-fold Due: January 2025	Up to 40,000	\$0.17	\$6,800.00	0.160
Brochure - Design 3	Size: 8.5x14", Finished: 3.5x8.5" Color: 4/4 cp full bleeds Paper: 80# Matte Book – white Fold: 8-panel, roll fold Due: January 2025	Up to 40,000	\$0.08	\$3,200.00	0.070
Brochure - Design 4	Size: 24.75x11", Final size: 4.1875x11" Color: 4/4 cp full bleeds Paper: 70# Pacesetter Silk Book Fold:12-panel Due: January 2025	Up to 40,000	\$0.15	\$6,000.00	0.140
Notecards - Design 1	Size: 6"x9" flat, 6"x4.5" finished, Color: 4/4 cp full bleeds Paper: 65# uncoated cover Fold: 1 sheet folded in half Due: June 2025	Up to 1,000	\$0.42	\$420.00	0.300
Notecards - Design 2	Size: 5.75" x 9" flat, 5.75" x 4.5" folded with 1 inside pocket Color: 4/4 cp full bleeds Paper: 10 pt gloss cover Fold: 1 sheet folded in half with 2" horizontal pocket Due: January 2025	Up to 7,000	\$0.31	\$2,170.00	0.260
Postcards - Design 1	Size: 6"x4" Color: 4/4 cp full bleeds Paper: 100# matte cover Due: June 2025	Up to 1,500	\$0.14	\$210.00	0.100
Postcards - Design 2	Size: 7"x5" Color: 4/4 cp full bleeds Paper: 110# opaque cover uncoated Due: June 2025	Up to 1,000	\$0.21	\$210.00	0.140
Poster	Size: 11x17" Color: 4/0 cp full bleeds Paper: 110# matte cover Due: March 2025	Up to 100	\$1.69	\$169.00	1.060

Envelopes - Design 1	Size: 6 ¾ (6 ½ x 3 5/8") Color: 4/0 cp full bleeds Paper: 80# Opaque Smooth White; glue seal Due: March 2025	Up to 7,000	\$0.16	\$1,120.00	0.140
Envelopes - Design 2	Size: A6 6.5"x4.75" Color: 4/0 cp full bleeds Paper: 80# text, uncoated, glue seal Due: March 2025	Up to 7,000	\$0.16	\$1,120.00	0.140
Activity Book	Size: 14" w x 10" h Flat, 7" w x 10" h finished Color: 1/1 Paper: 80# uncoated text Binding: 2 sheets folded in half, saddle stitch Due: March 2025	Up to 20,000	\$0.24	\$4,800.00	0.210
Presentation Folder	Size: 9" x 12" finished size with 2 inside pockets Color: 4/0 cp full bleeds Paper: 14pt. Kromekote C1S Due: March 2025	Up to 250	\$2.33	\$582.50	1.690
Table Tent - Design 1	Size: Flat 4" l x 16.25" h, Folded 4" l x 6" h x 2.125" w Color: 4/0 cp full bleeds Paper: 14pt. Cardstock gloss Due: March 2025	Up to 100	\$2.95	\$295.00	1.940
Table Tent - Design 2	Size: Flat 8.5"x31.6", Folded: 8.5"x11"x4.8" Color: 4/0 cp full bleeds Paper: 14pt. Cardstock gloss Due: March 2025	Up to 100	\$6.07	\$607.00	3.560
Mounted table top sign	Size: 8.5x11" Color: 4/0 cp full bleeds Paper: 48 pt cardstock with built-in folding stand Due: June 2025	Up to 150	\$6.09	\$913.50	3.580
Coloring Pages	Size: 8.5x11" Color: B&W Paper: 65# opaque cover uncoated paper Due: March 2025	Up to 1,000	\$0.28	\$280.00	0.210
Fair Map	Size: 8.5x14" Color: 4/4 cp full bleeds Paper: 100# dull text Due: June 2025	Up to 40,000	\$0.08	\$3,200.00	0.070
Rush Fee	Days 1-4			\$0.00	
Proof Fee				\$0.00	
Total Bid Price				\$35,647.00	

## EXHIBIT C – GENERAL TERMS AND CONDITIONS

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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](http://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:** \_\_\_\_\_

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

**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)

-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](mailto: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 32<sup>nd</sup> 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 32<sup>nd</sup> 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

October 31, 2024

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI #1, Q & A, IFB # PS-02-24

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. **Question:** For the quantities: do you want me to estimate different quantities up to the quantity listed, or only the quantity listed?

**Answer:** Please only provide a quote for the quantities listed.

2. **Question:** Regarding note cards: "Notecards – Design 2" if the 2" tall pocket is a glued pocket or just a folded pocket?

**Answer:** Folded pocket should be glued.

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

3. Question: Our staff has over combined 40 years of packaging experience including printing services. Although we are setup as a consulting agency, may we partner up with one of our established connections within the printing services industry to compete for this bid?

The printing services company we partner with would meet all Minimum Qualification Requirements posted on page 14 of 58 of the IFB document.

Also all three (3) references of similar services provided for the purposes of bid evaluations would be from the printing services company we will partner with.

**Answer:** Please refer to the attached IFB, pages 14, and 15.

#### Minimum Qualification Requirements:

- a. Primary Bidder must have a minimum of three (3) years of relevant experience providing printing services.

- b. Primary Bidder's business office is located within 50-mile radius of 88 Fair Drive, Costa Mesa, CA.
- c. Primary Bidder has to perform the majority of the work (85%) to ensure consistency in quality of materials.
- d. Bidder 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.
- e. Bidder must have a minimum of three (3) satisfactory references. References must be similar in scope of work. References will be verified upon awarding the contract.

*-End RFI #1-*

**STANDARD AGREEMENT AMENDMENT**

**CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-143-24YR</b>	<b>#1</b>
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

CONTRACTOR'S NAME

**SITELINE PRODUCTIONS, INC.**

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

Agreement is **9/9/2024** through **12/31/2025**

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this Amendment is: **\$40,000**

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-143-24YR, dated September 9, 2024, between the District and Siteline Productions, Inc. for create and install Exhibit at the Heroes Hall at the OC Fair & Event Center, is hereby amended as follows:**

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

**CONTRACTOR AGREES:**

To amend the original contract to change the payment terms as follows:

- \$20,000 upon completion of research and design of the Exhibit, approximately by November 18, 2024.
- \$20,000 final payment will be made upon completion of the installation of the Exhibit, approximately around February 7, 2025.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>SITELINE PRODUCTIONS, INC.</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Gerry Rubin, Principal</b>		
ADDRESS		
1609 Pomona Ave., Costa Mesa, CA 92627		
Email: <a href="mailto:gerry@sitelines.us">gerry@sitelines.us</a>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR &amp; EVENT CENTER</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Michele Richards, Chief Executive Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

**STANDARD AGREEMENT AMENDMENT**R        A        F        CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-005-21MB</b>	<b>#5</b>
REGISTRATION NUMBER	

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**LISA SEXTON**

2. The term of this Agreement is **01/01/2021** through **12/31/2025**

3. The maximum amount of this **\$264,378.00 (assumes 23 day season plus 20 additional shows per year)**  
Agreement after this amendment is: **Not to exceed \$1,180,066.00 with inclusion of option years.**

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 #005-21MB, dated January 1, 2021, between the District and Lisa Sexton is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre at the OC Fair & Event Center by exercising the third option year to renew at the not to exceed amount of TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS (\$264,378.00). This total includes the flat rate amount of ONE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$194,378.00) for twenty-three (23) shows during the 2025 Summer Concert Series and up to twenty (20) additional shows at \$3,500.00 per show totaling SEVENTY THOUSAND DOLLARS (\$70,000.00). Payment to the Contractor will be made based upon actual number of shows.
2. To increase the amount of additional shows from ten (10) to twenty (20).
3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

Effective date of this amendment is **01/01/25**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>LISA SEXTON</b>		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lisa Sexton</b>		
CONTRACTOR BUSINESS ADDRESS		
<b>787 Crescent Ave., Santa Maria, CA 93455</b> <b>lsexton@ocfair.com</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		
AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:

**CONTRACTOR PERFORMANCE EVALUATION**

CONTRACTOR'S COMPANY NAME: Lisa Sexton	CONTRACT NUMBER: SA-005-21MB	AMENDMENT NUMBER: #5	
OCFEC CONTRACT MANAGER'S NAME: Dan Gaines	TITLE: Director of Entertainment	DEPARTMENT: Entertainment	PHONE NUMBER: (714) 708-1924
<b>TYPE OF SERVICE:</b> Entertainment marketing and booking services for the Pacific Amphitheatre			
ORIGINAL CONTRACT TERM (Not including options)	START DATE: 01/01/2021	END DATE: 12/31/2022	ORIGINAL CONTRACT AMOUNT: \$426,444.00
EXERCISE OPTION YEAR 1	EXERCISE OPTION YEAR 2	EXERCISE OPTION YEAR 3	EXERCISE OPTION YEAR 4
TERM: <u>1/1/2023 to 12/31/2023</u> <input type="checkbox"/>	TERM: <u>1/1/2024 to 12/31/2024</u> <input type="checkbox"/>	TERM: <u>1/1/2025 to 12/31/2025</u> <input checked="" type="checkbox"/>	TERM: <u>to</u> <input type="checkbox"/>
AMENDMENT AMOUNT: \$244,622.00	AMENDMENT AMOUNT: \$255,122.00	AMENDMENT AMOUNT: \$264,378.00	AMENDMENT AMOUNT:
<b>TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS:</b> \$1,180,066.00 including all option years			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
<b>Rating Key:</b> 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.	8	
3. Contractor and staff's knowledge of the contract requirements	8	
4. Contractor's cooperation/communication with the OC Fair & Event Center	8	
5. Contractor's adherence to specified contract timelines/deadlines	8	
6. Contractor's ability to work within contract amount	10	
7. Effectiveness of Contractor's Project Manager	9	
8. Accuracy of invoices	10	
<b>Overall Rating – Total points out of 80 points possible</b>	<b>70</b>	

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: Dan Gaines DATE: 10/24/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

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AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-107-23PS</b>	<b>#2</b>
REGISTRATION NUMBER	

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**RK DIVERSIFIED ENTERTAINMENT, INC.**

2. The term of this 06/01/2023 through 12/31/2025 FED ID:  
Agreement is with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this \$265,000.00 (assumes 23 day season plus 20 additional shows per year)  
Agreement after this amendment is: Not to exceed \$1,305,000.00 with inclusion of option years.

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 #107-23PS, dated June 1, 2023, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide Pacific Amphitheatre production services at the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000.00). This total includes the flat rate amount of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000.00) for twenty-three (23) shows during the 2025 Summer Concert Series and up to twenty (20) additional shows at \$5,000.00 per show totaling ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). Payment to the Contractor will be made based upon actual number of shows.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

Effective date of this amendment is 01/01/25

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>RK DIVERSIFIED ENTERTAINMENT, INC.</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Raymond L. Woodbury, President</b>		
CONTRACTOR BUSINESS ADDRESS <b>112 North Harvard Avenue, PMB 244, Claremont, CA 91711</b> <b>(909) 579-0511</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		<input type="checkbox"/> Exempt per:
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

**CONTRACTOR PERFORMANCE EVALUATION**

CONTRACTOR'S COMPANY NAME: RK Diversified Entertainment, Inc.	CONTRACT NUMBER: SA-107-23PS	AMENDMENT NUMBER: #2	
OCFEC CONTRACT MANAGER'S NAME: Dan Gaines	TITLE: Director of Entertainment	DEPARTMENT: Entertainment	PHONE NUMBER: (714) 708-1924
<b>TYPE OF SERVICE:</b> Pacific Amphitheatre production services			
ORIGINAL CONTRACT TERM (Not including options)	START DATE: 06/01/2023	END DATE: 12/31/2024	ORIGINAL CONTRACT AMOUNT: \$502,500.00
EXERCISE OPTION YEAR 1 TERM: <u>1/1/2025 to 12/31/2025</u>	EXERCISE OPTION YEAR 2 TERM: <u>1/1/2026 to 12/31/2026</u>	EXERCISE OPTION YEAR 3 TERM: <u>1/1/2027 to 12/31/2027</u>	EXERCISE OPTION YEAR 4 TERM: <u>to</u>
<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENT AMOUNT: \$265,000.00	AMENDMENT AMOUNT: \$267,500.00	AMENDMENT AMOUNT: \$270,000.00	AMENDMENT AMOUNT:
<b>TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS:</b> \$1,305,000.00 including all option years			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
<b>Rating Key:</b> 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	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	10	
7. Effectiveness of Contractor's Project Manager	9	
8. Accuracy of invoices	10	
<b>Overall Rating – Total points out of 80 points possible</b>	<b>74</b>	

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: Dan Gaines DATE: 10/24/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

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AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-108-23PL</b>	<b>#2</b>
REGISTRATION NUMBER	

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**RK DIVERSIFIED ENTERTAINMENT, INC.**

2. The term of this 06/01/2023 through 12/31/2025 FED ID:  
Agreement is with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this \$296,574.32 (assumes 23 day season plus 20 additional shows per year)  
Agreement after this amendment is: Not to exceed \$1,458,100.80 with inclusion of option years.

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 #108-23PL, dated June 1, 2023, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide Pacific Amphitheatre lighting equipment and services at the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of TWO HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED SEVENTY FOUR DOLLARS AND 32/100 (\$296,574.32). This total includes the flat rate amount of ONE HUNDRED SEVEN THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS AND 32/100 (\$107,674.32) for twenty-three (23) shows during the 2025 Summer Concert Series and up to twenty (20) additional shows at \$9,445.00 per show totaling ONE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$188,900.00). Payment to the Contractor will be made based upon actual number or shows.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

Effective date of this amendment is 01/01/25

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>RK DIVERSIFIED ENTERTAINMENT, INC.</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Raymond L. Woodbury, President</b>		
CONTRACTOR BUSINESS ADDRESS <b>112 North Harvard Avenue, PMB 244, Claremont, CA 91711</b> <b>(909) 579-0511</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		
AUTHORIZED SIGNATURE 	DATE SIGNED	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

**CONTRACTOR PERFORMANCE EVALUATION**

CONTRACTOR'S COMPANY NAME: RK Diversified Entertainment, Inc.	CONTRACT NUMBER: SA-108-23PL	AMENDMENT NUMBER: #2
OCFEC CONTRACT MANAGER'S NAME: Dan Gaines	TITLE: Director of Entertainment	PHONE NUMBER: (714) 708-1924
<b>TYPE OF SERVICE:</b> Pacific Amphitheatre lighting equipment and services		
ORIGINAL CONTRACT TERM (Not including options)	START DATE: 06/01/2023	END DATE: 12/31/2024
ORIGINAL CONTRACT AMOUNT: \$562,692.80		
EXERCISE OPTION YEAR 1  TERM: <u>1/1/2025 to 12/31/2025</u> <input checked="" type="checkbox"/>	EXERCISE OPTION YEAR 2  TERM: <u>1/1/2026 to 12/31/2026</u> <input type="checkbox"/>	EXERCISE OPTION YEAR 3  TERM: <u>1/1/2027 to 12/31/2027</u> <input type="checkbox"/>
AMENDMENT AMOUNT: \$296,574.32	AMENDMENT AMOUNT: \$298,453.68	EXERCISE OPTION YEAR 4  TERM: <u>to</u> <input type="checkbox"/> AMENDMENT AMOUNT: <u>\$300,380.02</u>
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$1,458,100.80 including 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		10
7. Effectiveness of Contractor's Project Manager		9
8. Accuracy of invoices		10
Overall Rating – Total points out of 80 points possible		70

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: Dan Gaines DATE: 10/24/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

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AGREEMENT NUMBER <b>SA-109-23HA</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER	

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**RK DIVERSIFIED ENTERTAINMENT, INC.**

2. The term of this 06/01/2023 through 12/31/2025 FED ID:  
Agreement is with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this \$174,740.69  
Agreement after this amendment is: Not to exceed \$872,943.44 with inclusion of option years.

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 #109-23HA, dated June 1, 2023, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide Hangar production, lighting and stage equipment Action Sports Arena production services at the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of ONE HUNDRED SEVENTY FOUR SEVEN HUNDRED FORTY DOLLARS AND 69/100 (\$174,740.69).
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

Effective date of this amendment is 01/01/25

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>RK DIVERSIFIED ENTERTAINMENT, INC.</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Raymond L. Woodbury, President</b>		
CONTRACTOR BUSINESS ADDRESS <b>112 North Harvard Avenue, PMB 244, Claremont, CA 91711</b> <b>(909) 579-0511</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		<input type="checkbox"/> Exempt per:
CONTRACTING AGENCY ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

**CONTRACTOR PERFORMANCE EVALUATION**

CONTRACTOR'S COMPANY NAME: RK Diversified Entertainment, Inc.	CONTRACT NUMBER: SA-109-23HA	AMENDMENT NUMBER: #2	
OCFEC CONTRACT MANAGER'S NAME: Dan Gaines	TITLE: Director of Entertainment	DEPARTMENT: Entertainment	PHONE NUMBER: (714) 708-1924
<b>TYPE OF SERVICE:</b> Hangar production, lighting and stage equipment Action Sports Arena production services			
ORIGINAL CONTRACT TERM (Not including options)	START DATE: 06/01/2023	END DATE: 12/31/2024	ORIGINAL CONTRACT AMOUNT: \$330,477.50
EXERCISE OPTION YEAR 1  TERM: <u>1/1/2025 to 12/31/2025</u> <input checked="" type="checkbox"/>	EXERCISE OPTION YEAR 2  TERM: <u>1/1/2026 to 12/31/2026</u> <input type="checkbox"/>	EXERCISE OPTION YEAR 3  TERM: <u>1/1/2027 to 12/31/2027</u> <input type="checkbox"/>	EXERCISE OPTION YEAR 4  TERM: <u>to</u> <input type="checkbox"/>
AMENDMENT AMOUNT: \$174,740.69	AMENDMENT AMOUNT: \$180,739.83	AMENDMENT AMOUNT: \$186,985.42	AMENDMENT AMOUNT:
<b>TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS:</b> \$872,943.44 including all option years			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
<b>Rating Key:</b> 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	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	10	
7. Effectiveness of Contractor's Project Manager	9	
8. Accuracy of invoices	10	
<b>Overall Rating – Total points out of 80 points possible</b>	<b>74</b>	

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: Dan Gaines DATE: 10/24/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDARD AGREEMENT AMENDMENT** CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-110-23PA</b>	<b>#2</b>
REGISTRATION NUMBER	

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**SOUTHERN CALIFORNIA SOUND IMAGE, INC.**

2. The term of this 06/01/2023 through 12/31/2025 FED ID:  
Agreement is with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this \$356,962.00 (assumes 23 day season plus 20 additional shows per year)  
Agreement after this amendment is: Not to exceed \$1,786,428.00 with inclusion of option years.

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 #110-23PA, dated June 1, 2023, between the District and Southern California Sound Image, Inc. is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide Pacific Amphitheatre audio equipment and services at the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of THREE HUNDRED FIFTY SIX THOUSAND NINE HUNDRED SIXTY TWO DOLLARS (\$356,962.00). This total includes the flat rate amount of TWO HUNDRED SIX HUNDRED SIXTY TWO DOLLARS (\$200,662.00) for twenty-three (23) shows during the 2025 Summer Concert Series and up to twenty (20) additional shows at \$7,815.00 per show totaling ONE HUNDRED FIFTY SIX THOUSAND THREE HUNDRED DOLLARS (\$156,300.00). Payment to the Contractor will be made based upon actual number or shows.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

Effective date of this amendment is 01/01/25

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>SOUTHERN CALIFORNIA SOUND IMAGE, INC.</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Shaun Clair</b>		
CONTRACTOR BUSINESS ADDRESS <b>2415 Auto Park Way, Escondido, CA 92029 (760) 737-3900 contracts@clairglobal.com</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		<input type="checkbox"/> Exempt per:
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

**CONTRACTOR PERFORMANCE EVALUATION**

CONTRACTOR'S COMPANY NAME: Southern California Sound Image, Inc.	CONTRACT NUMBER: SA-110-23PA	AMENDMENT NUMBER: #2	
OCFEC CONTRACT MANAGER'S NAME: Dan Gaines	TITLE: Director of Entertainment	DEPARTMENT: Entertainment	PHONE NUMBER: (714) 708-1924
<b>TYPE OF SERVICE:</b> Pacific Amphitheatre audio equipment and services			
ORIGINAL CONTRACT TERM (Not including options)	START DATE: 06/01/2023	END DATE: 12/31/2024	ORIGINAL CONTRACT AMOUNT: \$683,061.00
EXERCISE OPTION YEAR 1 TERM: <u>1/1/2025 to 12/31/2025</u>	EXERCISE OPTION YEAR 2 TERM: <u>1/1/2026 to 12/31/2026</u>	EXERCISE OPTION YEAR 3 TERM: <u>1/1/2027 to 12/31/2027</u>	EXERCISE OPTION YEAR 4 TERM: <u>to</u>
<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENT AMOUNT: \$356,962.00	AMENDMENT AMOUNT: \$367,682.00	AMENDMENT AMOUNT: \$378,723.00	AMENDMENT AMOUNT:
<b>TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS:</b> \$1,786,428.00 including all option years			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
<b>Rating Key:</b> 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		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		10
7. Effectiveness of Contractor's Project Manager		9
8. Accuracy of invoices		10
<b>Overall Rating – Total points out of 80 points possible</b>		<b>74</b>

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

v 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: Dan Gaines DATE: 10/24/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_