

**OC FAIR & EVENT CENTER**  
**STANDARD AGREEMENTS FOR BOARD APPROVAL**  
**JANUARY 2025**

1 of 2

**New**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-012-25SP	Northgate Gonzalez, LLC	Sponsorship	Fair Time	UE-8/17/25	\$25,000 (CASH) \$24,039.50 (TRADE)	
SA-013-25SP	Farm Fresh Home Foods	Sponsorship	Imaginology	4/12/25-4/13/25	\$1,500.00	
SA-014-25SP	New Belgium Brewing	Sponsorship	Fair Time	7/18/25-8/17/25	\$15,000.00	
SA-130-24YR	Jarvis Restoration	Remediation in storage Costa Mesa Building	Year Round	12/17/24-1/30/25		\$10,354.55
SA-015-25YR	Sign Factory, Printing & Office Equipment Inc.	Gate 1 LED Board Replacement	Year Round	12/9/24-12/8/25		\$143,860.00
SA-016-25FT	RKD Diversified Entertainment Inc.	Hanger & Grounds Video Equipment & Services	Fair Time	2/1/25-1/31/26 with 3, one-year options		\$308,886; \$772,215 with option years
SA-011-25SP	CalOptina Health	Sponsorship	Fair Time	7/18/25-8/14/25	\$25,000.00	
SA-020-25FT	Pacific Coast Entertainment	Grounds Production - Lighting, Staging, Trussing	Fair Time	3/1/25-2/28/27 with 3, one year options		\$358,760; \$895,120 with option years

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-110-23PA (Amend. #3)	Clair Global Corporation dba Sound Image	Sound production services at Pacific Amphitheatre. Business name change amendment.	Fair Time	06/01/23 - 12/31/25		\$0.00

**OC FAIR & EVENT CENTER**  
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**Amendments (Exercise Option)**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-038-21YR (Amend. #4)	United Site Services	Temporary fencing rental - Add 30% due to additional rentals for 2024 and 2025. Exercise third option year	Year Round and Fair Time	6/1/21- 5/31/2026		\$65,407 plus 30% (\$92,656.72)

## SPONSORSHIP AGREEMENT

(Rev 3/19)

R WT A RL F mc

AGREEMENT NUMBER

SA-012-25SP

A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association/OC Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**Northgate Gonzalez, LLC**

2. The term of this Agreement is: **July 18, 2025 - August 17, 2025**

3. The amount of this Sponsorship Agreement **\$25,000 (CASH), \$24,039.50 (TRADE)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions****Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

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

## SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

**Northgate Gonzales, LLC**

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Jhosimar Rivera, Director of Customer Marketing**

ADDRESS

**1201 N. Magnolia Ave., Anaheim, CA 92801**

## California State Use Only

 Exempt: Sponsorship

## STATE OF CALIFORNIA

AGENCY NAME

**32<sup>nd</sup> District Agricultural Association/OC Fair & Event Center**

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

*SIGNATURE OF STATE ACCOUNTING OFFICER*

Date

 CONTRACTS MANAGER

## EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

### Contract Representatives:

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

**Marie Torres, Marketing & Sponsorship Associate**

**(714) 708-1541**

#### **Northgate Gonzalez, LLC**

**Jhosimar Rivera, Director of Customer Marketing**

**(714) 778-3784**

### 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.

### 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 Contractor advance written notice of such termination, allowing 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.

**CONTRACTOR AGREES:**

1. To be Presenting Sponsor of the OC Promenade at the 2025 OC Fair from July 18, 2025 – August 17, 2025.
2. To provide payment in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) as a sponsorship fee due upon execution of this agreement. Sponsor agrees to provide TWO THOUSAND DOLLARS (\$2,000) in trade in the form of gift cards and TWENTY-TWO THOUSAND THIRTY-NINE DOLLARS AND FIFTY CENTS (\$22,039.50) in media trade form.
  - a. Payments shall be remitted to the following address:
 

**OC Fair & Event Center**  
**Attn: Accounts Receivable**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**
3. To gain pre-approval from the District for use of OC Fair marks and logos; all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To provide one hundred (100) \$20 gift cards (\$2,000 value), as trade to be utilized by the District at the 2025 OC Fair and at the sole discretion of the District.
6. To provide the District the following Media Assets:
  - a. Placement on the Mercado Digital Ad Section
  - b. Placement on Internal Screens at Mercado (Store 44)
  - c. In-Store Radio at all 11 Orange County Northgate locations (40 Minute Loop)
7. To provide coupons to be placed at the information table in the OC Promenade for patrons to pick up.
8. To list the 2025 OC Fair on Northgate Markets website starting one (1) month prior to the 2025 OC Fair and continuing through the end of the Fair.
9. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
10. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2025 OC Fair.

**DISTRICT AGREES:**

1. To provide Sponsor with Presenting Sponsorship of OC Promenade at the 2025 OC Fair from July 18– August 17, 2025.
2. To provide a 10' x 20' space for the run of the 2025 OC Fair for Northgate Markets Guacamole and Ceviche Station.
  - a. Location: OC Promenade Building
  - b. Sponsor required to pay for sink required by Health Department for the Guacamole and Ceviche Station.
3. To produce Sponsor signage at the OC Promenade (produced and installed by District and approved by Sponsor)
  - a. Two (2) 16'x3' exterior building signs (at each entrance to the OC Promenade)
  - b. Two (2) Vertical banners located in the OC Promenade
  - c. Logo inclusion on OC Promenade Stage
  - d. Logo inclusion on OC Promenade Schedule of Events on the 2025 OC Fair Mobile App.
  - e. “Presented by “Northgate Markets” in all applicable OC Promenade 2025 OC Fair collateral, web pages, emails, and media platforms.
4. To include Sponsor logo:
  - a. On the band of sponsors that is included on the map banner located on all (5) information booths for Fair.
  - b. On the band of sponsors page located on the 2025 OC Fair Mobile App.

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Northgate Gonzalez, LLC

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- c. In the @The Fair e-newsletter, summer issue (pending deadline; creative to be approved by the Sponsor prior to publication).
- d. On the 2025 OC Fair website band of sponsors with a link to the Sponsor's website.
- 5. To provide two (2) mutually branded posts during the 2025 OC Fair on either Facebook or Instagram.
- 6. To provide a Northgate Markets banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers.
- 7. (2) Two Northgate Markets Demo on Culinary Stage in the OC Promenade during the 2025 OC Fair.
- 8. To provide (1) one Eblast banner ad for Northgate recipes.
- 9. To provide (1) one 30-second ad (no audio) on the indoor Hangar screen and on the (2) two outdoor Hangar screens.
- 10. To provide (1) one 30-second ad (no audio) on the (2) two Pacific Amphitheatre screens.
- 11. To provide Northgate Stage announcements on the Promenade Stage, all 23 days of Fair.
- 12. To provide the following hospitality benefits:
  - a. (200) 2025 OC Fair General Admission Tickets
  - b. (50) OC Fair Single Day Parking Passes
    - i. Offsite Lot
  - c. (10) tickets to Pacific Amphitheatre shows pending final availability. No more than 4 tickets per show.

-End Exhibit A -

**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

**M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

**N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

**O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

**P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

**Q. Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

**R. Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

**S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

**T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

## EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**EXHIBIT C – INSURANCE REQUIREMENTS**  
**(Revised effective January 1, 2023)**

**I. Evidence of Coverage**

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

**EXHIBIT C – INSURANCE REQUIREMENTS**

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

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

OR

**EXHIBIT C – INSURANCE REQUIREMENTS**

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

OR

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

OR

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

**II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**EXHIBIT C – INSURANCE REQUIREMENTS**

**III. Participant Waivers**

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

-End Exhibit C-

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

## SPONSORSHIP AGREEMENT

(Rev 3/19)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

AGREEMENT NUMBER

SA-013-25SP

A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**Farm Fresh Home Foods**

2. The term of this Agreement is: **April 12, 2025 through April 13, 2025**

3. The amount of this Sponsorship Agreement **\$1,500 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions****Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

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

**SPONSOR/CONTRACTOR**

SPONSOR/CONTRACTOR'S NAME

**Farm Fresh Home Foods**

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Caleb Ketchum, Sales Manager**

ADDRESS

**23452 Peralta Drive, Unit C, Suite 300, Laguna Hills, CA 92653****STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>nd</sup> District Agricultural Association/OC Fair & Event Center**

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Capps, Chief Business Development Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626***California State Use Only* Exempt: Sponsorship

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*  
**SIGNATURE OF STATE ACCOUNTING OFFICER**



Date

 CONTRACTS MANAGER

## EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

### Contract Representatives:

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Marie Torres, Marketing & Sponsorship Associate**  
**(714) 708-1541**

**Farm Fresh Home Foods**  
**Caleb Ketchum**  
**Email: caleb@farmfreshhfs.com**

### 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.

### 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 Contractor advance written notice of such termination, allowing 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.

**CONTRACTOR AGREES:**

1. Farm Fresh Home Foods to be a sponsor of the 2025 Imaginology event occurring April 12, 2025 – April 13, 2025.

2. To provide CASH in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) due upon execution of this agreement. Payment in full must be received no later than March 21, 2025.

a. Payments shall be remitted to the following address:

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

3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.

4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).

5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

6. That staff members shall comply with the following requirements:

a. All staff should be in Farm Fresh Home Foods company uniforms.

7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m., March 21, 2025.

8. To have its displays fully staffed by uniformed representatives:

a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 4:00 p.m. on Saturday April 12, 2025, and Sunday April 13, 2025.

9. That mobile tour and other exhibitors may be near the designated spaces.

10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.

11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.

12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2025 Imaginology event.

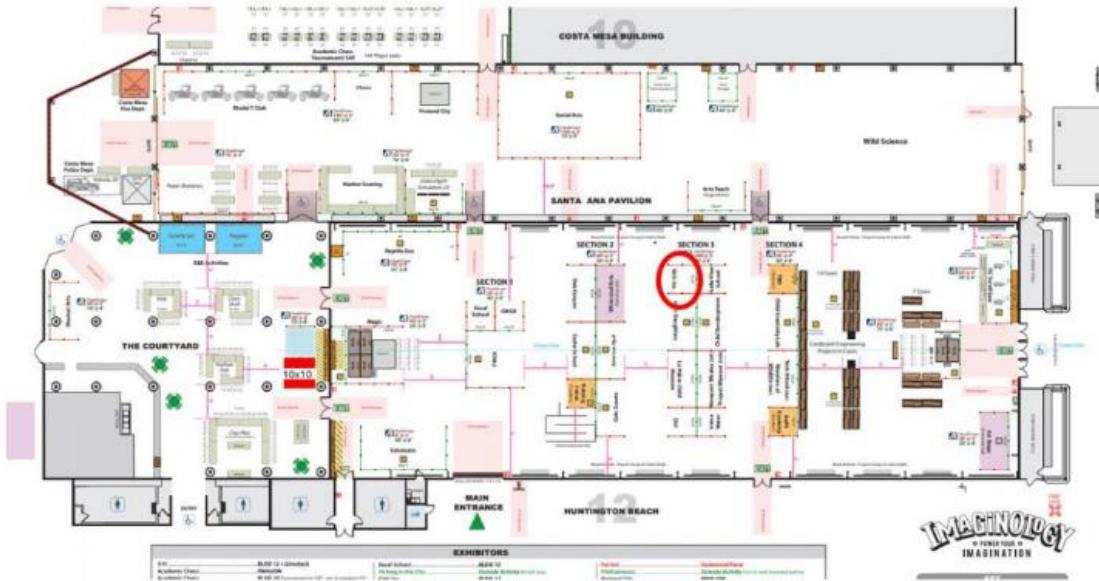
SA-013-25SP

Farm Fresh Home Foods

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**DISTRICT AGREES:**

1. To provide Farm Fresh Home Foods with Sponsorship of the 2025 Imaginology Event.
2. To provide Sponsor one (1) 10' x 10' premium space located in the Huntington Beach Building for Saturday through Sunday April 12 – 13, 2025. (see space marked map below)
3. To include Sponsor logo:
  - a. On the 2025 Imaginology website with a link to the Sponsor website (pending deadlines).
  - b. On the band of sponsors section on map banner located on (2) information booths.
4. To include Sponsor as a location on the 2025 Imaginology Scavenger Hunt Sheet.
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



-End Exhibit A -

**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

**M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

**N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

**O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

**P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

**Q. Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

**R. Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

**S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

**T. No Joint Venture or Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

**U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

**V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

**W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

**X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

**Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

**Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

**AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

**BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

**CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**EXHIBIT C – INSURANCE REQUIREMENTS**  
**(Revised effective January 1, 2023)**

**I. Evidence of Coverage**

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

### EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

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

OR

**EXHIBIT C – INSURANCE REQUIREMENTS**

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

OR

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

OR

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

**II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**EXHIBIT C – INSURANCE REQUIREMENTS**

**III. Participant Waivers**

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

-End Exhibit C-

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

## SPONSORSHIP AGREEMENT

(Rev 3/19)

R MT A RL F MC

AGREEMENT NUMBER

SA-014-25SP

A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association/OC Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**New Belgium Brewing**

2. The term of this Agreement is: **July 18, 2025 through August 17, 2025**

3. The amount of this Sponsorship Agreement **\$15,000.00 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions****Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

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

**SPONSOR/CONTRACTOR**

SPONSOR/CONTRACTOR'S NAME

**New Belgium Brewing**

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michelle Sobalvarro**

ADDRESS

**500 Linden Street, Fort Collins, CO, 80524****STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>nd</sup> District Agricultural Association/OC Fair & Event Center**

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Capps, Chief Business Development Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626***California State Use Only* Exempt: Sponsorship

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*  
*SIGNATURE OF STATE ACCOUNTING OFFICER*



Date

 CONTRACTS MANAGER

## EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

### Contract Representatives:

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Marie Torres, Marketing & Sponsorship Associate**  
**(714) 708-1541**

**New Belgium Brewing**  
**Michelle Sobalvarro**  
**Email: msobalvarro@newbelgium.com**

### 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.

### 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 Contractor advance written notice of such termination, allowing 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.

**CONTRACTOR AGREES:**

1. For Voodoo Hard Charged Tea to be Sponsor of the 2025 OC Fair from July 18, 2025 – August 17, 2025.
2. To provide payment of (\$15,000) as a sponsorship fee. Payment in full must be received no later than March 1, 2025.
  - a. Payments shall be remitted to the following address:
 

**OC Fair & Event Center**  
**Attn: Accounts Receivable**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**
3. To gain pre-approval from the District for use of OC Fair, Pacific Amphitheatre, and Action Sports Arena marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. That all staff members shall comply with the following requirements:
  - a. No staff member will promote Sponsor outside of designated space(s).
  - b. A mutually agreed number of Admission Credentials and Staff Parking Passes for Sponsor staff assigned to the Mobile Marketing Tour in the form of single-day working credentials.
  - c. Credentials are to be obtained prior to the start of the 2025 OC Fair.
6. To provide a list of staff working the following week and any required paperwork (Megan's Law Screening(s), etc.) to Tandem Partnerships by 5:00 p.m. each Friday. Tandem Partnerships will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
7. To have its display(s) fully staffed by uniformed representatives:
  - a. Booth space(s) must be fully staffed by uniformed representatives by 6:30 p.m. in the Pacific Amphitheatre, which is (1) hour prior to the start of the concert.
8. That mobile tours and other exhibitors may be near the designated spaces.
9. To abide by the rules and regulations included in the 2025 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
10. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure the display(s) are at all times operating within the parameters set by these organizations.
11. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2025 OC Fair.

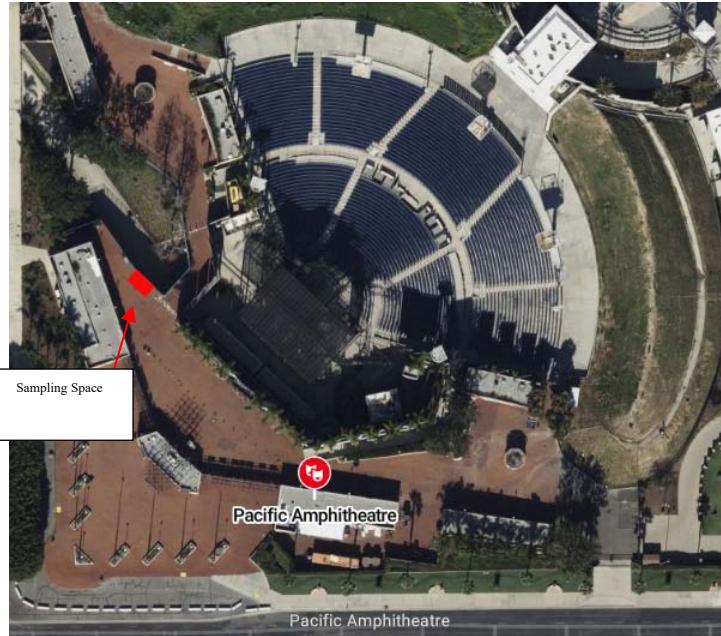
**DISTRICT AGREES:**

1. For Voodoo Hard Charged Tea to be Sponsor of the 2025 OC Fair from July 18, 2025 – August 17, 2025.
2. To provide a 10'x10' display area located in the Pacific Amphitheatre Concession Foyer for (2) select shows to promote their products for Product Sampling (may not exceed a 1 oz pour) (Must adhere to Pacific Amphitheatre Security Protocols). See Spot Marked Map.
3. Sponsor to provide a 4' x 8' Main Banner on Bar located in the Pacific Amphitheatre for run of fair.
4. Sponsor to provide branding on (1) Container Bar located in the Pacific Amphitheatre for run of fair.
  - a. (3) Banners in total
5. Sponsor to provide branding on (2) Container Bars located in the Action Sports Arena for run of fair.
  - a. (3) Banners in total per bar
6. To include Sponsor:

- a. Logo in all applicable 2025 OC Fair collateral including Daily Guide (depending on which format is used each year), etc. (pending deadlines)
- b. Logo on the band of sponsors that is included on the map banner located on all (5) information booths for Fair.

7. Hospitality:

- a. (10) tickets to Pacific Amphitheatre shows pending final availability. No more than 4 tickets per show. (Terrace Level)



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

**M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

**N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

**O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

**P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

**Q. Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

**R. Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

**S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

**T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

#### **EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

**U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

**V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

**W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

**X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

**Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

**Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

**AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

**BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

**CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**EXHIBIT C – INSURANCE REQUIREMENTS**  
**(Revised effective January 1, 2023)**

## **I. Evidence of Coverage**

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

### EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

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

OR

### EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFS).

**EXHIBIT C – INSURANCE REQUIREMENTS**

**III. Participant Waivers**

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

-End Exhibit C-

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R OC A F mar

AGREEMENT NUMBER

**SA-230-24YR**

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

**JARVIS RESTORATION**

The term of this  
Agreement is:

**12/17/2024**

through **01/30/2025**

**FED ID:**

3. The maximum amount

of this Agreement is: **\$10,354.55**

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 remediation services in storage room Costa Mesa Building 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.)

**Jarvis Restoration**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Drew Litterelle**

CONTRACTOR BUSINESS ADDRESS

**25721 Via Solis, San Juan Capistrano, CA 92675**

*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

**Ken Karns, Chief Operating Officer**

CONTRACTING AGENCY ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

Exempt per:



Siemen Industry, Inc.  
SA-229-24YR  
PAGE 2 of 25

## 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

**Jarvis Restoration**  
**Drew Litterelle**  
Email: [drew@jarvisrestoration.com](mailto:drew@jarvisrestoration.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:**

Contractor agrees to provide remediation services in storage room at the Costa Mesa Building including removing inside wall, clean up and sanitize, seal, clear the mold, haul any hazardous material, and perform testing as necessary.

**OCFAIR-46999-MLD**

**General items**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Dehumidifier (per 24 hour period) - No monitoring	3.00 EA	0.00	60.82	0.00	182.46
1 dehumidifier for 3 days					
2. Prefilters for air scrubber	1.00 HR	0.00	40.63	0.00	40.63
3. Negative air fan/Air scrubber (24 hr period) - No monit.	8.00 DA	0.00	70.00	0.00	560.00
2 air scrubber for 4 days					
4. Add for HEPA filter (for negative air exhaust fan)	1.00 EA	0.00	190.84	17.06	207.90
IICRC S500 4th edition States, "Filters should be replaced as necessary following manufacturer's guidelines to maintain performance efficiency. (S500 4th ed, pg. 134). Furthermore, DriEaz states in their "Guide to Air scrubbing" that, "Before using an air scrubber, be certain that you start with a clean unit with new filters. The best practice is to thoroughly clean the unit and replace both the pre-filters and the primary filter after every job." ("Guide to Air scrubbing, DriEaz, pg.12)					
5. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	68.84	5.17	74.01
6. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	59.51	0.00	119.02
7. Equipment decontamination charge - per piece of equipment	3.00 EA	0.00	45.63	1.24	138.13
8. Haul debris - per pickup truck load - including dump fees	1.00 EA	133.71	0.00	0.00	133.71
9. Add for personal protective equipment (hazardous cleanup)	12.00 EA	0.00	15.11	17.68	199.00
10. Respirator cartridge - HEPA & vapor & gas (per pair)	6.00 EA	0.00	37.70	22.05	248.25
11. Respirator - Full face - multi-purpose resp. (per day)	6.00 DA	0.00	7.61	0.00	45.66

Note: This estimate is based on the assumption that there is no asbestos content in the drywall material. If the drywall is found to contain asbestos, then there will be an additional charge for the handling and removal of the asbestos material. Asbestos testing will be an additional \$600-\$900 on average.

Note: Jarvis Restoration will attempt to save and set aside cabinetry. Some pieces of cabinetry may be affected by mold contamination and will be disposed of accordingly. Due to the nature of the removal work, damage to cabinetry and countertops may occur. Jarvis will not be held responsible for possible damage to cabinets or countertops. additional labor to build and install cabinets beneath existing counter tops in place, install drawer glides, drawers, doors, trim, scribe moldings.

Note: This estimate is for the mold remediation only. All divisions are billed separately.

Note: Damage may occur to walls and ceilings due to containment installation. Even though Jarvis Restoration will take great care when setting up and taking down containment barriers, damages are unavoidable. Jarvis Restoration will not be held liable for wall or ceiling damage. Post testing is optional. Please ask me about post testing if you have any questions.

Totals: General items	63.20	1,948.77
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**Storage room**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
13. Tear out contaminated drywall, cleanup, bag	680.00 SF	0.00	3.05	0.00	2,074.00
14. Tear out and bag contaminated insulation	680.00 SF	1.47	0.00	3.98	1,003.58
15. Peel & seal zipper	1.00 EA	0.00	14.01	0.90	14.91
16. Containment Barrier/Airlock/Decon. Chamber	60.00 SF	0.00	1.03	0.47	62.27
18. HEPA Vacuuming - Detailed - (PER SF)	860.00 SF	0.00	0.91	0.00	782.60
19. Apply biological cleaning agent (spore-based) to the surface area	860.00 SF	0.00	0.34	4.19	296.59
20. Apply mold/mildew stain remover to the surface area	680.00 SF	0.00	0.88	20.55	618.95
21. Clean stud wall	680.00 SF	0.00	0.78	1.33	531.73
22. Tear out baseboard and bag for disposal	60.00 LF	1.15	0.00	1.05	70.05
23. Tear out trim and bag for disposal	42.00 LF	1.15	0.00	0.74	49.04
Totals: Storage room					33.21 5,503.72

**Bathroom1**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
28. Tear out contaminated drywall, cleanup, bag	142.00 SF	0.00	3.05	0.00	433.10
29. Tear out and bag contaminated insulation	142.00 SF	1.47	0.00	0.83	209.57
32. HEPA Vacuuming - Detailed - (PER SF)	208.00 SF	0.00	0.91	0.00	189.28
33. Apply biological cleaning agent (spore-based) to the surface area	208.00 SF	0.00	0.34	1.01	71.73
34. Apply mold/mildew stain remover to the surface area	142.00 SF	0.00	0.88	4.29	129.25
35. Clean stud wall	142.00 SF	0.00	0.78	0.28	111.04
36. Tear out baseboard and bag for disposal	11.00 LF	1.15	0.00	0.19	12.84
37. Tear out trim and bag for disposal	17.00 LF	1.15	0.00	0.30	19.85
65. Tear out non-salvageable tile & bag for disposal	42.00 SF	5.19	0.00	0.86	218.84
66. Add on to tear out mortar bed for tile	42.00 SF	2.54	0.00	0.00	106.68

CONTINUED - Bathroom1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Bathroom1				7.76	1,502.18

Bathroom2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
48. Tear out contaminated drywall, cleanup, bag	180.00 SF	0.00	3.05	0.00	549.00
49. Tear out and bag contaminated insulation	180.00 SF	1.47	0.00	1.05	265.65
50. HEPA Vacuuming - Detailed - (PER SF)	192.00 SF	0.00	0.91	0.00	174.72
51. Apply biological cleaning agent (spore-based) to the surface area	192.00 SF	0.00	0.34	0.94	66.22
52. Apply mold/mildew stain remover to the surface area	180.00 SF	0.00	0.88	5.44	163.84
53. Clean stud wall	180.00 SF	0.00	0.78	0.35	140.75
54. Tear out baseboard and bag for disposal	17.00 LF	1.15	0.00	0.30	19.85
55. Tear out trim and bag for disposal	17.00 LF	1.15	0.00	0.30	19.85
Totals: Bathroom2				8.38	1,399.88
<b>Line Item Totals: OCFAIR-46999-MLD</b>				<b>112.55</b>	<b>10,354.55</b>

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

**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:**

	<b>Summary</b>
Line Item Total	10,242.00
Material Sales Tax	<u>112.55</u>
<b>Replacement Cost Value</b>	<b>\$10,354.55</b>
<b>Net Claim</b>	<b>\$10,354.55</b>

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Drew Litterelle

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

**OR**

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

**OR**

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

**II. General Provisions**

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

**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-

Jarvis Restoration  
SA-230-24YR  
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:** \_\_\_\_\_

<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

**Jarvis Restoration  
SA-230-24YR  
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**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING (CONT.)**  
**OC Fair & Event Center**  
**Page 2 of 2**

## **Megan's Law Screening Listing**

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

**Please duplicate this listing sheet if additional space is required**

## EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

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

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

### **Procedure 0001**

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

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

---

(Print Name & Title)

---

(Signature)

---

(Date)

-End Exhibit G-

## **EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS**

Page 1 of 5

### **1. AUTHORIZED REPRESENTATIVE**

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

### **2. LICENSES, PERMITS AND CERTIFICATIONS**

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

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

### **3. SITE ACCESS**

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

### **4. INSURANCE**

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

### **5. WORK PERMIT LAW**

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

### **6. PERSONNEL**

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

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

### **7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS**

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

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

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

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

Page 2 of 5

**8. SUPPLIERS**

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

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

**9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS**

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

**10. INVOICES**

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

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

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](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 K F mar

AGREEMENT NUMBER

**SA-015-25YR**

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

**SIGN FACTORY, PRINTING & OFFICE EQUIPMENT INC.**

The term of this  
Agreement is:

**12/09/2024**

through **12/05/2025**

**FED ID:**

3. The maximum amount

of this Agreement is: **\$143,860.00**

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 Gate 1 LED Board Replacement at the OC Fair & Event Center

Pages 2-12

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

Page 13

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

Pages 14-17

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

Pages 18-21

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

Pages 22-24

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

Pages 25-26

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

Pages 27

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

Pages 28-32

Exhibit I – RFI #1

Page 33

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.)

**Sign Factory, Printing & Office Equipment, Inc.**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Mario Rodriguez, Chief Executive Officer**

CONTRACTOR BUSINESS ADDRESS

**120 N. 4<sup>th</sup> St., El Centro, CA 92243**

**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

**Sign Factory, Printing & Office Equipment, Inc.**  
Mario Rodriguez  
Email: [mrgerardo@signfactory.org](mailto:mrgerardo@signfactory.org)

The District's Invitation For Bid (IFB) for the Gate 1 Sign LED Board Replacement, released September 24, 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 Gate 1 Sign LED Board Replacement, dated October 28, 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:**

| Purchase, removal, modify sign cabinet (if necessary) and install

#### 1. Purchase

Electronic Outdoor Full Color Double Face (1) Qty LED Video Display:

**A. Total number of Full Color Outdoor LED Video Displays: One (1) Qty. Double Face (Two (2) Single Faces) in Primary / Secondary configuration.**

**B. Electronic Full Color LED Video Display: 6.0 mm - 6.66 mm - RGB - SMD type**

#### **C. IMPORTANT & MANDATORY:**

- Electronic Full Color LED Video Display MUST conform to FCC Title 47, Part 15, Class A. The LED display MUST have the FCC Compliance statement sticker affixed to the exterior of the product. Upon request, LED display manufacturer MUST provide an accredited Third-party Testing Lab Certificate of Compliance for the LED display model quoted for this project. The LED display MUST showcase the following statement on the exterior of the LED displays, as required by 47 CFR Section 15.19(a)(3): "This device complies with part 15 of the FCC Rules. Operation is subject to the following two Conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation." (Federal Communications Commission (FCC) is the governmental agency responsible for licensing the use of radio frequencies in the United States. The FCC requires that digital signs be tested in a worst-case scenario to ensure compliance with emissions limits and to show that the equipment won't cause harmful electromagnetic interference to other devices).

#### **D. Electronic LED Video Display Specifications**

Electronic LED Video Display shall meet or exceed the minimum specifications described below

1. Pixel Pitch (Pixel Spacing): Center-to-Center pixel spacing 6.0 mm - 6.66 mm TRUE pixel pitch (No Virtual pixel pitch product will be accepted).
2. Number of Faces: One (1) Qty. Double Face (Two (2) Single Faces) in Primary / Secondary configuration.
3. Pixel Design / Technology: Each pixel shall be SMD (3-in-1 LEDs) type TRUE pixel (No virtual or pixel sharing). Each SMD pixel must consist of no more or less than 1 Red, 1 Green and 1 Blue LEDs.
4. Pixel Matrix: Each LED display face shall have a minimum 216 pixels (High) x 1056 pixels (Wide).
5. Pixel Density: Each LED display face shall have a minimum of 228,096 total number of 3-in-1 LED pixels.
6. Cabinet Design: The LED display shall be an Edge-to-Edge display. The display shall not have any borders. Pixels and LEDs shall go all the way to the edges to utilize the entire available space for showing content. The cabinet size shall be the same as the actual viewing area or active display area.
7. Active Viewing Area (Active Display Area): Each LED display's Active Display Area shall not be smaller than 4' 8 3/4" (H) x 23' 1 1/4" (W).
8. Cabinet Size: Each LED display cabinet size shall be 4' 8 3/4" (H) x 23' 1 1/4" (W) x 5" (D).
9. Cabinet Depth: Each LED display face cabinet shall be 5" in depth. (10" including module frame and angle iron mounting bracket). Refer to shop drawing for exact details.
10. Character Size / Number of Lines / Characters per Line: Minimum character size must be no greater than 1.8 inches. The display shall be able to display 30 lines of copy with 176 characters per line. The display shall have the ability to display true type fonts.
11. Colors: RGB 281 Trillion Levels Minimum
12. Color Processing: 16-Bit grayscale color processing.

13. Color Calibrated Brightness: Brightness MUST be no less than 9,500 NITs maximum +/-5% / 8,000 NITs Color-Calibrated, White-Balanced.
14. Viewing Angles: 160 Degrees Horizontal; 100 Degrees Vertical.
15. Video Frame Rate: 60 FPS. The display MUST have 60 Frames per Second Video Frame Rate for smooth full motion video playback.
16. Refresh Rate:  $\pm$  3840 Hz (Adjustable) for optimized viewing experience.
17. On-demand Diagnostics: The display MUST have On-demand Diagnostics as a standard feature for diagnosing Display, Power, Data and Tile level issues. Automated Diagnostic health alerts via email shall be available as an optional item. (Automated Diagnostic health alerts via email would require DSL Internet connection or Cell Modem communication whereas On-demand diagnostics shall be accessible even with Wireless Ethernet / Hard-wire Ethernet / Hard-wire Fiber communication as well, along with DSL Internet connection and Cell Modem. The diagnostics shall have following features:
  - a. Tile Monitor: The display diagnostics MUST be capable of checking the LED tile status and outages.
  - b. Power Monitor: The display diagnostics MUST be capable of verifying the functionality of Power Supplies & connection status.
  - c. Data Monitor: The display diagnostics MUST be capable of Inspecting the quality & status of data signals between LED tiles, displays & components.
  - d. Media Player Monitor: The display diagnostics MUST be capable of verifying link between player & display.
  - e. Display Readiness: The display diagnostics MUST be capable of checking the status of power & data signals to all components of the display.
  - f. Hours of Operation: The display diagnostics MUST be capable of keeping a record of operation. If a tile is replaced, it can be adjusted to maintain uniformity.
18. Redundant Data Signal: LED panels MUST have independent data connections. There shall NOT be daisy chain effect. LED panels shall have dual data signals.
19. Graphics / Video capability: LED display shall be able to support JPEG, PNG, AVI, MP4 file formats. The display MUST be able to display text, pictures, graphics, animations, and pre-recorded videos. The display MUST be able to show pre-recorded videos at no less than 60 frames per second.
20. Color Calibration: LED panels and the entire display MUST have the factory pre-setting of true color calibrated white balance prior to getting shipped out.
21. Contrast Enhancement: LED Pixels shall have black textured mask and louvers for higher contrast.
22. Light Sensor: LED display shall be supplied with the Light Sensor for sensing the ambient light for automatic brightness dimming.
23. Brightness Dimming: LED Display shall have minimum 100 dimming levels through automatic dimming with the help of Light Sensor and manual dimming with the help of software scheduling.
24. Temperature Sensor: LED Display shall be supplied with a temperature Sensor for real time display of ambient temperature.
25. Radiation Shield for Light Sensor & Temperature Sensor: LED display shall be supplied with Light Sensor for brightness dimming and Temperature Sensor for real time display of temperature. Light Sensor and Temperature Sensor shall be enclosed in a white color honeycomb type radiation shield. The wedge-shaped plates of the honeycomb type radiation shield shall provide maximum airflow around the sensor while at the same time minimizing direct exposure to sunlight. The passive shield is shaped to allow natural air convection around the sensor so that the air temperature inside the shield is a good representation of the outside air. The radiation shield shall also provide protection from rain and snow.
26. LED Lifetime: LEDs must be rated for 100,000 hours of lifetime. Lifetime is defined as the point at which the LED degradation reaches 50% of its original brightness.
27. Power Supplies: LED display shall have Energy Efficient - Green Leaf standard Power Supplies: Minimum  $\pm$  88% efficient Fan-less power supplies. Power supplies MUST be Fan-less Power Supplies to eliminate failure points due to clogging of power supply cooling fans. Power supply shall use heat-sink technology for heat dissipation.
28. Color Temperature: 6500K (Adjustable)

29. Operating Temperature / Humidity:  $\pm -20^{\circ}\text{~}140^{\circ}\text{F}$  /  $\pm 10\text{~}90\%$
30. Cabinet Construction: Extruded Aluminum
31. Cabinet Color: Matte Black
32. Cabinet Finishing: Matte finish black plastic spray
33. Cabinet Ventilation: Each LED display MUST have Rear Ventilation through Thermostat-Controlled Exhaust Fans and openings for the cool air-intake on the rear of the cabinet to keep the display cool. Double Face LED display (2 x Single Faces back-to-back) shall not be completely enclosed during installation. If the two displays are enclosed in another cabinet, a perforated (1/2-inch holes spaced out at every 1/2 inch) sheet metal shall be provided between the two LED displays on both sides for the entire height of the LED display, for adequate and necessary air circulation / ventilation. Perforated sheet metal housing cabinet shall be provided by others. For either attaching perforated sheet metal or for installation purposes, no holes shall be drilled into Optec cabinet. Drilling holes into Optec cabinet will compromise the weatherproofing and the warranty will be void. Avoiding this will be the responsibility of the sign company and/or their installers.
34. Venting Requirement: 2255.64 CFM. Ventilation Requirement is essential for rear venting displays. Vent the sign to maintain the internal temperature range of  $-22^{\circ}\text{ F}$  to  $+120^{\circ}\text{ F}$ . See venting guidelines.
35. Service / Maintenance Access: LED display MUST have full front service access for maintenance and repair.
36. Weather Proofing (Front / Rear): LED display MUST have minimum IP65 / IP54 weather proofing ratings.
37. Manufacturing Quality Standard: ISO 9001
38. Certifications: LED display MUST be ETL / UL 48 Listed and MUST be FCC compliant - Title 47, Part 15, Class A.
39. AC Power Required: LED display shall have Single Phase 240V AC 50/60 Hz Input.
40. Electrical Requirements: Maximum load per Face: Total number of Circuits per face: Two (2) @ 240V. Total number of Circuits for 2 faces: Four (4) @ 240V. Total Boot Up Amps\* for 2 faces @ 240V: 51.24 Amps. Total Regular Operating Amps\* for 2 faces @ 240V: 17.09 Amps. Total Power required per face @ 240V: 6148 Watts/ face. Average Operating Power per face @ 240V: 2049.4 Watts/ face. \*Total Boot Up Amps are the total power required for startup. \*Regular Operating Amps are calculated based on approximate 30% operation average. Electricals must be installed in accordance with the requirements of NEC (National Electrical Codes) or local codes. Electrical Grounding through an Electrical Ground Lug is a must. Refer to Optec shop drawing for detailed electrical information.
41. Display Net Weight: 1272 lbs. per face (including module frame and mounting brackets). Refer to the shop drawing for exact weight information.
42. Wind Load: LED Display shall be engineered to withstand the wind load requirements set by the codes.

#### **E. Communication Method:**

The LED displays shall be supplied with a Cellular Modem (5-year parts warranty) + Antenna (5-year parts warranty) + Lifetime data plan of any major Cellular companies, like Verizon for example. The customer shall not pay any monthly fees for the data plan. The Lifetime data plan shall be included by the LED display supplier for the entire life of the LED display. If Cell Modem cellular data service is provided by Verizon cellular network, then the 4G signal strength coverage needs to be checked for the site address on this Verizon link prior to execution: <https://www.verizon.com/coverage-map/>

#### **F. Software: Cloud Web-based software:**

Web-based cloud software must be provided with the display. Cloud software shall allow access to users on-demand, via Internet access, to manage the displays. User shall be able to use a web browser on a computer, a mobile phone or a tablet to schedule, create, manage, and network the content quickly and effectively from anywhere (internet access required). Cloud software must have browser compatibility with IE8+, Chrome, Firefox, Safari. Cloud-based software must have Browser / Server SSL security. It must have a minimum of 10 Character Password Protection. Cloud software

must have Multi-Factor Authentication (MFA) or Two-Factor Authentication (2-FA) with at least 3 different Apps, like Microsoft Authenticator (Android / iPhone), Google Authenticator (Android / iPhone) or Duo Mobile (Android / iPhone). Any App that supports the Time-based One-Time password (TOTP) protocol should work. The software must be able to support JPEG, PNG, MP4 file formats. The software shall provide brightness control scheduling.

*Cloud-based software shall have following features:*

**Location Management:** Create, view edit and manage each display location. View locations on a map. View display schedules, messages, and status.

**Content Management:** Upload content for one or multiple display sizes and content types. Easily manage content library. Upload one or multiple media types.

**Content Creation:** Create, import, layer, edit, manage, and preview with intuitive content creation tools.

**Layered Content:** Layer content to create messages with impact. Key text over images, animations, and video.

**Built-in-Apps:** Display customized time, temperature, date, numerals / characters, RSS feeds and more.

**Advanced Scheduling:** Schedule down to the minute for one or multiple displays. Create, edit, and preview schedules. Group scheduling, day part scheduling and view display communication status.

**Message Scheduling:** Schedule or create campaigns built around 24 hour or day part playback.

**Display Controls:** Control, network, and adjust displays and settings. Monitor and adjust display connectivity, temperature, and brightness.

**User and User Roles:** Create and manage users. Assigned user roles shall allow for different access levels.

**Secure Connection:** SSL technology to establish an encrypted link between web browser and server.

## G. WARRANTY:

LED displays: MUST carry 5-Year Parts Warranty

Cell Modem: MUST carry 5-Year Parts Warranty + Lifetime Data Plan

Cell Modem Antenna: MUST carry 5-Year Parts Warranty

- H. Parts Availability Guarantee: LED display MUST carry a 10-Year Parts Availability Guarantee.
- I. Software Upgrade: LED Display software MUST include Lifetime Software Upgrades.
- J. Lead time: LED display maximum lead time MUST not exceed 10–12 weeks.
- K. Software Training: LED display manufacturer shall provide unlimited FREE weekly software webinar training for the lifetime of the LED Display.
- L. Tech Support: LED display manufacturer shall provide FREE unlimited phone tech support for the lifetime of the LED Displays.

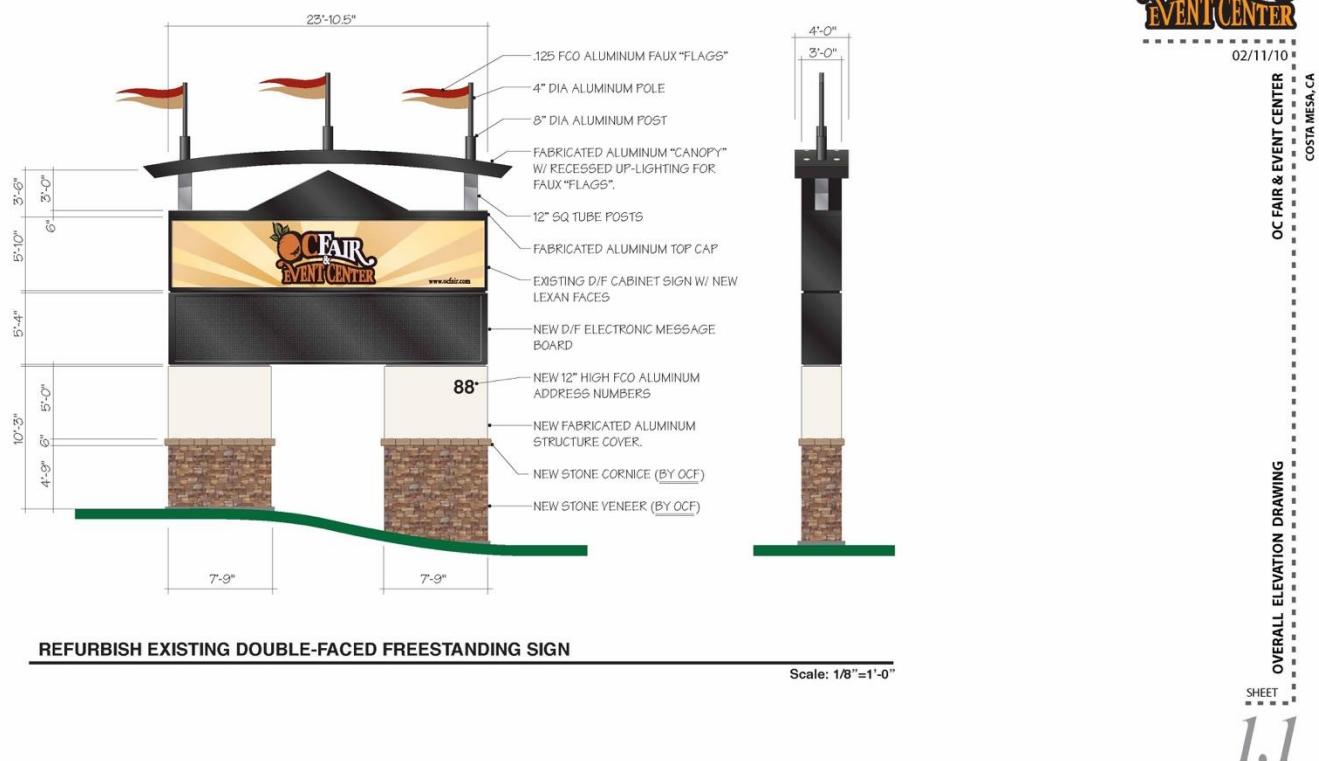
2. Removal(Old LED board)
  - a. Remove and discard old LED board only
  - b. All equipment necessary to remove and haul should be included in bid
3. Modify(sign cabinet if necessary)
  - a. Modify the sign cabinet to fit the new LED board with proper trim, venting, and support hardware to look like the original sign
  - b. Aluminum material shall be used on all modified areas of the display structure if necessary

- i. Materials – Basic
  - 1. Aluminum – use new stock, free from defects impairing strength, durability or appearance.
- ii. Match existing paint
  - 1. Paint as follows:
    - a. Shop applied primer coat: Zinc chromate primer
    - b. Two coats: satin acrylic polyurethane(20% gloss factor) – Mathews Black or equal
    - c. All paints to include the addition of a UV inhibitor

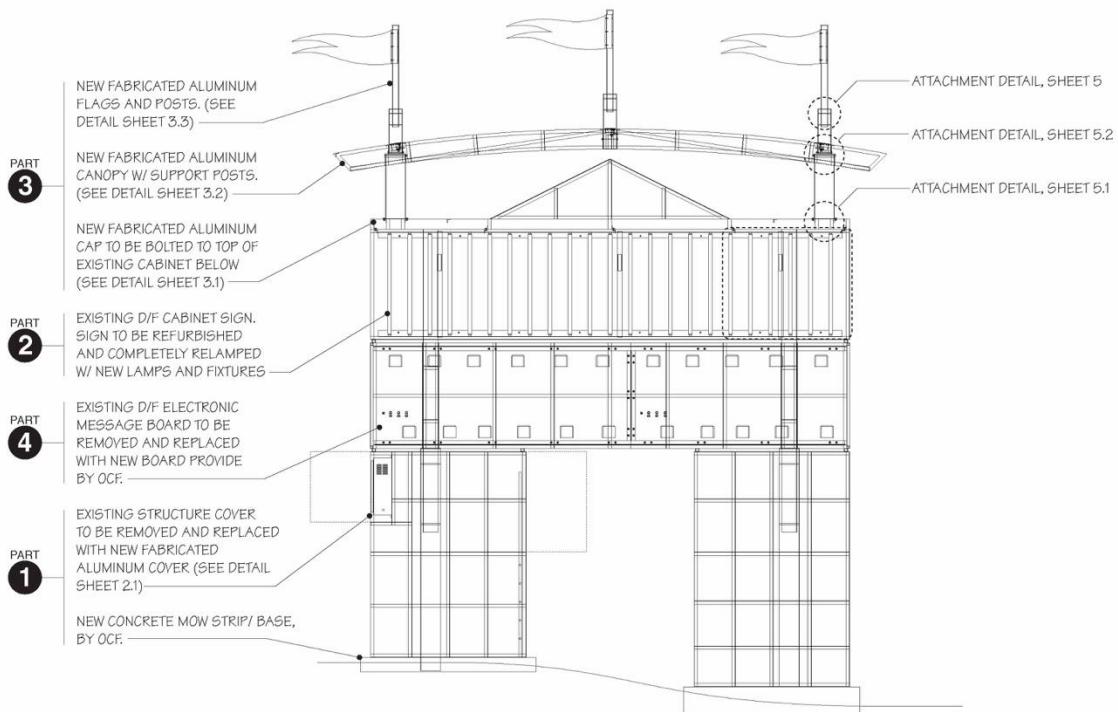
4. Install(New LED board)

- a. Bidder to supply all necessary equipment and labor to complete the project, i.e.: forklift, boom lift, crane, etc...
- b. Bidder must work with the district on the scheduling of installation and confirming access and/or possible impacts of events and/or blocking traffic
- c. Bidder must work with the district IT team on all network connections and PC needs for sign programming

**Drawings are for reference only, any scope of work in the drawings does not apply to this project.**

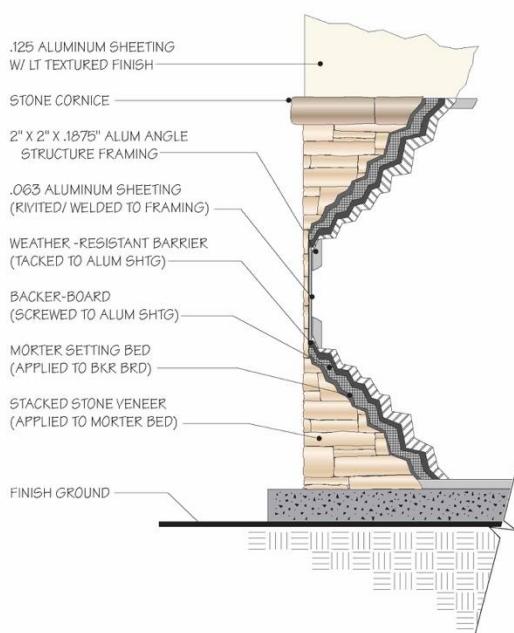


**Drawings are for reference only, any scope of work in the drawings does not apply to this project.**



OVERALL ELEVATION VIEW (SKELETON)  
SHEET 1.2

Drawings are for reference only, any scope of work in the drawings does not apply to this



STRUCTURE COVER FINISH DETAIL

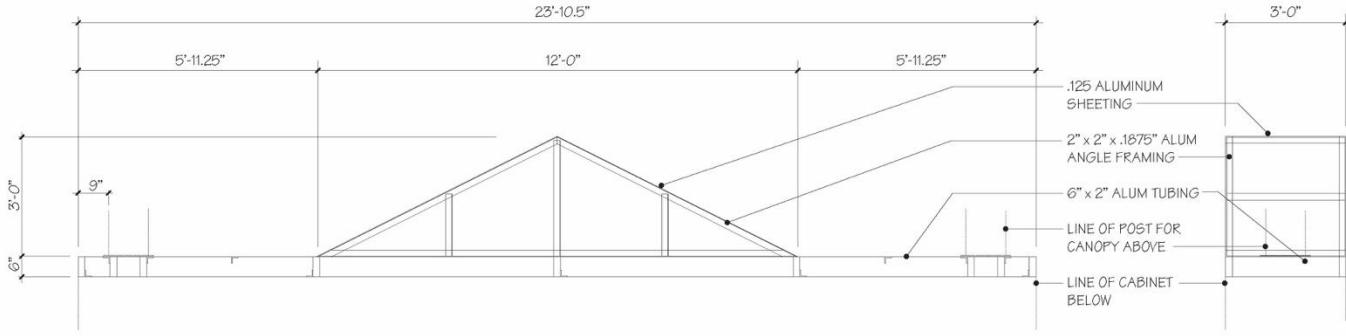
Scale: 3/8" = 1'-0"

Drawings are for reference only, any scope of work in the drawings does not apply to this



02/11/10

COSTA MESA, CA



CAP DETAIL

Scale: 3/8"=1'-0"

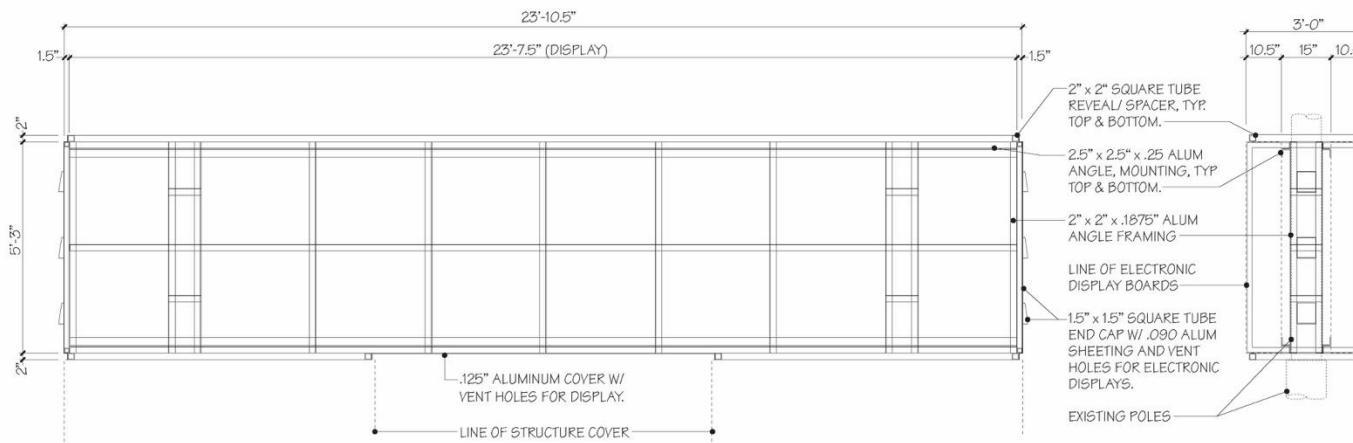
3.1  
SHEET  
PART 3

Drawings are for reference only, any scope of work in the drawings does not apply to this



02/11/10

COSTA MESA, CA



ELECTRONIC DISPLAY SUPPORT STRUCTURE

Scale: 3/8"=1'-0"

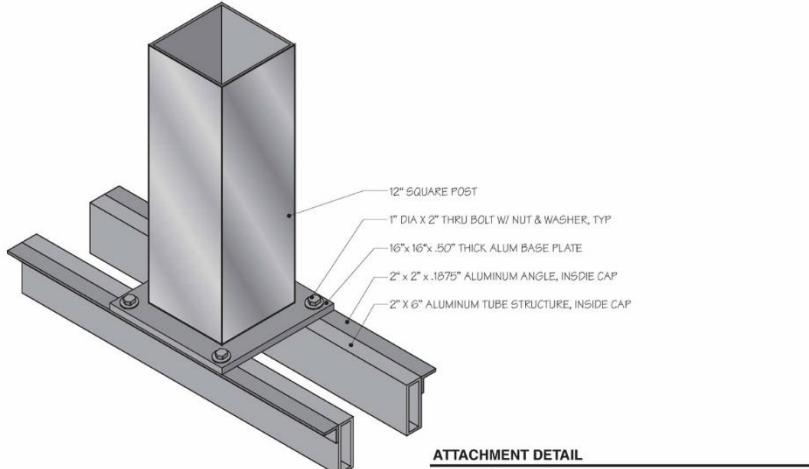
4.1  
SHEET  
PART 4

Drawings are for reference only, any scope of work in the drawings does not apply to this project.



02/11/10

OC FAIR & EVENT CENTER  
 COSTA MESA, CA



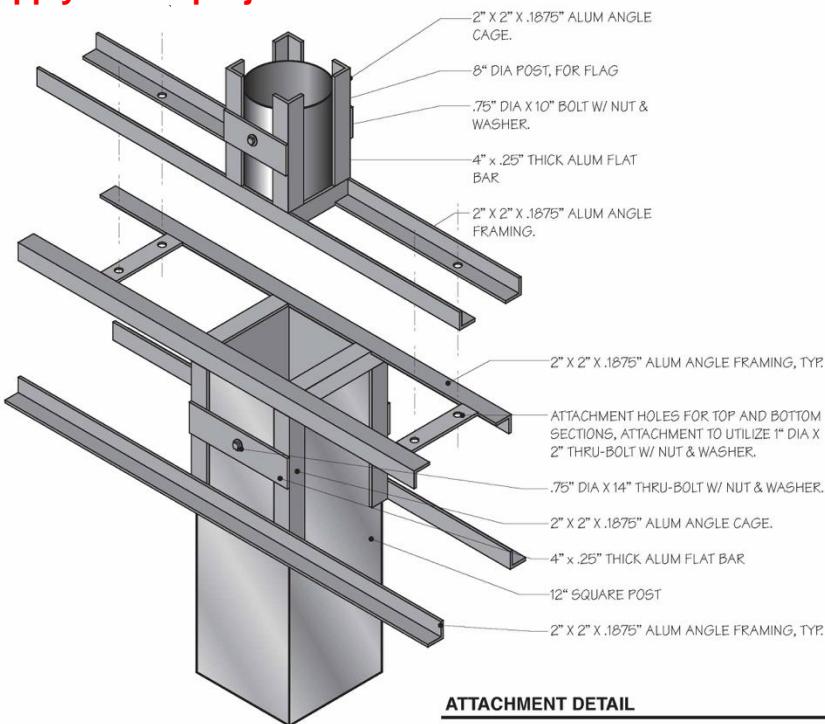
ATTACHMENT DETAIL  
 SHEET 5.1

Drawings are for reference only, any scope of work in the drawings does not apply to this project.



02/11/10

OC FAIR & EVENT CENTER  
 COSTA MESA, CA



ATTACHMENT DETAIL  
 SHEET 5.2

Sample Images of current LED board at Gate 1



EAST SIDE



WEST SIDE



## OTHER SERVICES

Should it be determined that additional services are needed beyond the scope of this RFP, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

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 #:

#### 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:

### **December 9, 2024 – December 8, 2025**

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.

	<b>Total</b>
New LED board	\$ <u>112,060.00</u>
LED board removal	\$ <u>8,800.00</u>
Sign modification	\$ <u>3,000.00</u>
Installation	\$ <u>20,000.00</u>
<b>Total Bid</b>	\$ <u>143,860.00</u>

## 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 CFSI 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 CFSI. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

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

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

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

**OR**

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

**OR**

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

**OR**

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

**II. General Provisions**

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

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

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

**III. Participant Waivers**

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

-End Exhibit E-

**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING**

OC Fair & Event Center

Page 1 of 2

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

**Company/Organization Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Telephone:** \_\_\_\_\_

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

**Other/Explanation if Needed:** \_\_\_\_\_

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

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

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

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

---

Company/Organization Representative’s Signature

---

Title of Representative

---

Printed Name

---

Date

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

## Megan's Law Screening Listing

**Please duplicate this listing sheet if additional space is required**

## EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

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

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

### **Procedure 0001**

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

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

---

(Print Name & Title)

---

(Signature)

---

(Date)

-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-



October 16, 2024

To: All Potential Bidders  
From: Kelly Vu, Business Services Supervisor  
Re: RFI #1, Q & A, IFB # LED-01-24

The purpose of this RFI (Request for Information) is to transmit "Questions and Answers" regarding the technical components of the IFB Gate 1 Sign LED Board Replacement. All terms and conditions of the original IFB notice remain unchanged.

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#### Questions and Answers

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.

**Questions:**

1. RFI#1: Is there a due date for completion? Are there liquidated damages apart of this contract?

**Answer:** The contract term in the IFB is December 9, 2024, through December 8, 2025; however, the District desires to complete the project by April 30, 2025. There are no liquidated damages as part of this contract.

2. RFI#2: Please confirm this IFB only includes the following scope: removal of existing LED displays (one double-sided display), and installation of new displays in existing structure, with modifications/additions to the structure as needed IE filler panels painted per spec to fill gaps.

**Answer:** This project scope is: Removal of existing LED displays(2 single-sided displays acting as a double-sided display, see page 21 sheet 4.1 for detail), procurement of new specified LED display screens(Part B, #1 on page 15), installation of new displays in the existing structure, with modifications/additions to the structure as needed IE filler panels painted per spec to fill gaps.

The above information will be incorporated as part of the IFB requirements and contract. Please send an email to [rfp@ocfair.com](mailto:rfp@ocfair.com) for acknowledgment if you intend to bid on this project.

-End RFI #1-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R A F

AGREEMENT NUMBER

**SA-016-25FT**

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

**RK DIVERSIFIED ENTERTAINMENT INC.**

The term of this

**2/1/2025 through 1/31/2027**

**FED ID:**

Agreement is:

With three (3) one-year options

(2/1/27-1/31/28; 2/1/28-1/31/29; 2/1/29-1/31/30)

3. The maximum amount of this Agreement is: **\$308.886; \$772,215 (includes all option years)**

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 Hanger & Grounds Video Equipment and Services at the OC Fair & Event Center

Pages 2-18

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

Page 19-20

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

Pages 21-24

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

Pages 25-28

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

Pages 29-31

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

Pages 32-33

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

Pages 34

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

Pages 35-39

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.)

**RK Diversified Entertainment, Inc.**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Raymond L. Woodbury, President**

CONTRACTOR BUSINESS ADDRESS

**112 N. Harvard Ave PMB 244, Claremont, CA 91711**

**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

**RK Diversified Entertainment Inc.**  
Raymond Woodbury  
Email: [ray@rkde.net](mailto:ray@rkde.net)

The District's Request For Proposal (RKD) for the Hanger and Grounds Video Equipment and Services, released November 26, 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 Hanger and Grounds Video Equipment and Services, dated December 16, 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. Minimum Requirements:**

1. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements, and ability to adhere to the overall intent of the specified system design.
2. Contractor and/or Contractor Personnel shall have demonstrated technical ability working with live action, outdoor LED video wall technology in outdoor venues of similar size and scope, or major broadcast-related events that require a high degree of technical proficiency.
3. Contractor and/or Contractor Personnel shall have documented in technical proposal evidence of five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the OC Fair & Event Center meeting the following requirements:
  - a. A minimum of five (5) or more consecutive days of performances in multiple locations in a fixed, non-touring application;
  - b. Venues serviced by Bidder had a minimum 500,000 or more in event-wide attendance;
  - c. Bidder was primary equipment provider; and
  - d. Bidder serviced a minimum of one (1) equivalent venue in 2023 and/or 2024.
4. Bidder may substitute major broadcast event experience in which similar equipment and services were supplied for a minimum of two (2) consecutive years for the requirements listed in (3.a – 3.b) above, provided that Bidder's experience included at least one (1) complete video production package driving HD projection system(s) and associated equipment on an ongoing basis.
5. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

**B. Scope of Work:**

**A. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality video systems for The Hangar Building and various sites including, but not limited to, the Junior Livestock Auction, Livestock show ring, Promenade Stage and Pig Races. Paragraphs C.1 through C.5.
3. Contractor shall provide versatile personnel and video equipment capable of meeting the varied requirements contained herein.
4. Contractor shall provide qualified personnel to set up equipment, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
5. Contractor shall be responsible for maintaining video and video-related equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up at The Hangar Building, and various locations including, but not limited to, the Junior Livestock Auction, Livestock show ring, Promenade stage and Pig Races as specified by the District, and according to the performance schedule.
7. Contractor shall provide video equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all performances.
8. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
9. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
10. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph B.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
11. All equipment and labor required for setup and teardown must 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 video equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
12. 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 shall be implemented.
13. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2025 OC Fair, but are subject to final requirements and final approval by District Management.

14. All video equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors or other items used to secure equipment must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation
15. The Equipment Lists have been included in Paragraph C.1 through C.5 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 District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup requirements for the 2025 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance types and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
16. The final layout of video equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
17. Unless otherwise directed by the District, Contractor shall record all performances in the Hangar onto a hard drive(as backup), as well as a live stream(as primary) to a cloud service provider. Contractor shall create an online store that shall be managed by District staff, allowing performers to purchase downloadable video files from the cloud storage. Contractor's recording locally of shows shall be supplied to the District on a weekly basis. Weekly submittal day shall be determined by the District.
18. The District may 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 shall be determined and agreed upon by the District before the delivery and installation of items.
19. Upon contract award, Contractor shall immediately begin an analysis and development of video systems for the 2025 OC Fair and shall submit to the District for approval, a finalized video design, implementation, equipment and operations plan (including backup plan) no later than the end of June 2025 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Exhibit H, Additional Contract Terms and Conditions, Paragraph 2.
20. Contractor shall present, for District review and approval, a video recommendation each year beginning in January 2026, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the video design, implementation, equipment and operations plan (including backup plan) for that year's annual OC Fair. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Exhibit H, Additional Contract Terms and Conditions, Paragraph 2.
21. As part of Paragraphs 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of video configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
22. Contractor will also provide stamped engineered drawings for any equipment that requires rigging, hanging, or ground structure support.

## B. EQUIPMENT QUALITY AND REQUIREMENTS

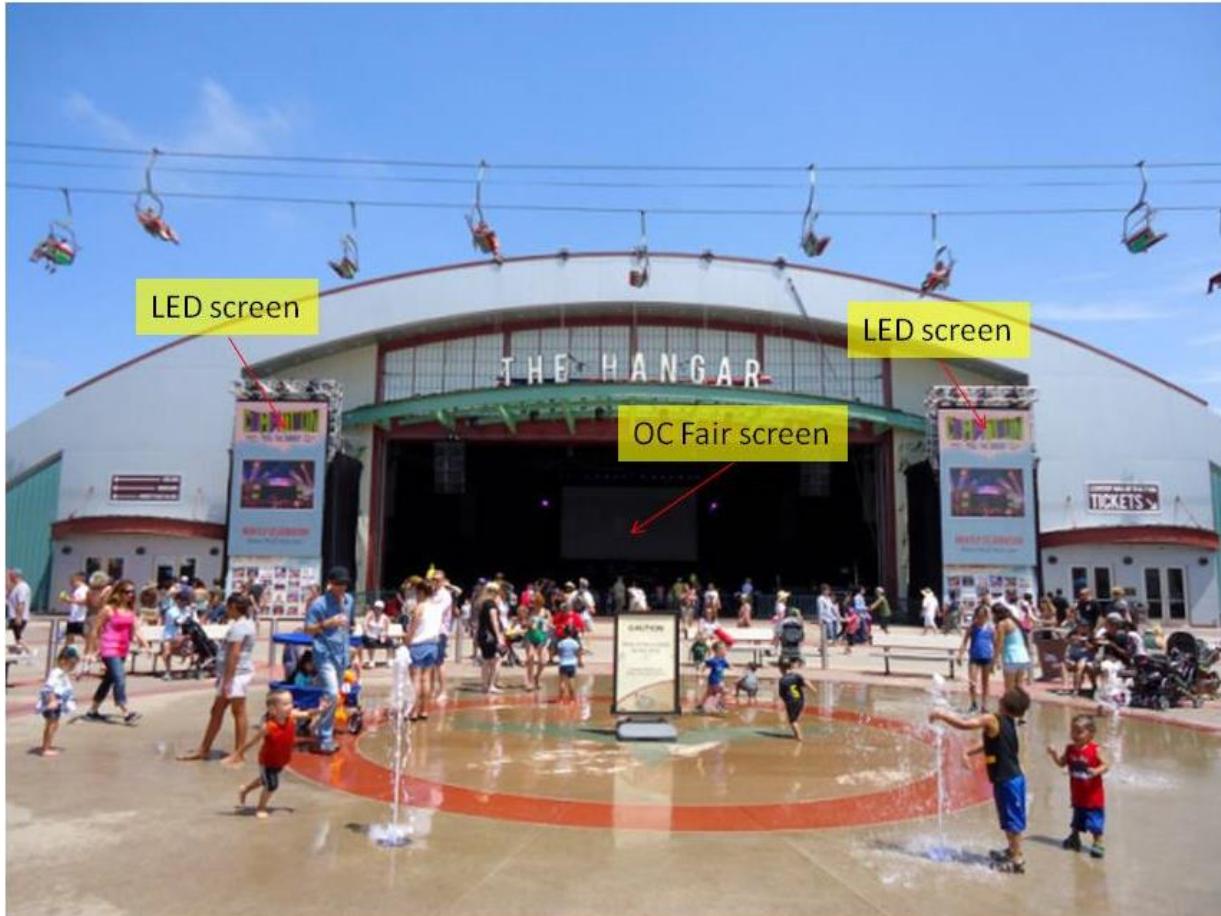
1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer's specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraphs C.1 through C.5 and may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the 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. All items shall be in good repair and will have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least two (2) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
9. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete video system is maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
10. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
11. Contractor shall provide and install all power distribution for the complete video system, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
12. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather-tight.
13. Contractor shall supply all rigging, including motors and required lifts to support installation/removal of equipment.
14. All racks shall have low-noise cooling fans and adequate front panel lighting.

15. Contractor understands the RFP does not contain exhaustive or complete information for the full functionality of the video system. Specific equipment is called out in the RFP as required for the overall functionality of the video system; however, Contractor is responsible for ensuring a complete video design package.
16. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a high-quality and cost-effective design. (Substitutions of LED screens are not permitted without District approval.)
17. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
19. Contractor shall immediately notify District Management of any hazardous conditions.
20. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.

### **C. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS**

1. The Hangar Building
  - a. The Hangar Building seats approximately 1,500 people in a conventional, arena flat seating-style, with additional standing room for 225 individuals.
  - b. Contractor shall provide video equipment and personnel to support various community acts and presentations throughout the day, followed by a mid-level headliner band performance at night.
  - c. Contractor shall provide a live production system and camera(s), as well as a playback system/server for the District's one (1) existing Christie Griffyn 4K32 laser projector/screen, as well as provide two (2) outdoor LED screens.
  - d. During the annual OC Fair, the venue typically operates from 11:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 11:00 a.m. to 11:00 p.m., Saturday and Sunday.
  - e. The Hangar Building video system must bring the excitement of the on-stage show to the audience, inside The Hangar and outside in the Main Mall.
  - f. Front of house (FOH) is in the rear of the audience section, approximately 100' from the stage lip. The camera #1 position is FOH on a platform next to audio. Video system control position, "Video world", is located House right behind the stage curtain. (See Part VIII, Exhibit C.)
  - g. Contractor shall provide a video system which utilizes a minimum of three (3) cameras, a video server and a computer as input sources. Camera locations include:
    - i. Camera #1 shall be located on FOH platform, and requires a professional-quality zoom lens.
    - ii. Camera #2 is a robotic head, which shall be placed down stage left or right for additional fixed stage and/or band shots.
    - iii. Camera #3 is a robotic head, which shall be placed up stage left or right for additional fixed stage and/or band/performance shots.
  - h. The Hangar Building video system requires the following capabilities:

- i. Provide live feeds from cameras to District projector, as well as outside LED screens. Format requirements are different between the systems, e.g. LED screens have a different aspect ratio/resolution than the District's projector.
- ii. Provide necessary streaming video rack to record(as backup) and stream, video and audio, for each daily performance during the entire twenty-three (23) days of the OC Fair. Contractor will provide an OTT(Over-the-top) streaming service-hosted platform so performances can be purchased in online store and downloaded by performers. District will work with Contractor on backend administrative access, naming/adding of video files and thumbnails, and payment collection. District to supply internet feed and Contractor to have an alternative plan if internet feed is down utilizing the backup footage.
- iii. Ability to simultaneously display any combination of still/playback graphics and/or live shots on all displays, as well as the ability to quickly and smoothly fade or switch between at least two (2) playback sources and/or between multiple live camera sources. Combinations are to be determined by the District.
- iv. The District requires District-specified graphic(s) to appear on the bottom portion of all displays at all times. Graphic(s) will be provided by the District. Contractor shall be responsible for implementing graphic overlay.
- v. Possess graphic software with which Contractor can create/manipulate basic video graphics (e.g. show time changes, logo manipulation, etc.).
- vi. Record video and audio of each daily performance to an external Hard Drive(as backup) and Streaming Cloud environment
- i. The District's system requires one (1) HD-SDI feed.
- j. Cameras should have the ability to track a high dynamic range of rapidly varying lighting conditions, as is typical for a stage environment, such that visible digital noise as well as over/under exposure do not occur.
- k. Contractor must provide multiple means of communication with the Video Director, from all camera and graphic/switching areas, as well as the FOH audio operator.
- l. The photograph below has been provided to illustrate the basic set-up. Contractor shall hang LED screens from a District-provided truss structure:



- m. Contractor shall rig video system according to the design included as Exhibit C. (See Part VIII, Exhibits)
- n. Prior to installation on District property, Contractor's system must be tested and determined to be free of any hum bars, dead/stuck pixels, and dead/non-functioning tiles. Consistent system grounding must be provided for all systems.
- o. The Hangar Building Equipment List is below:

Hangar video design consists of the following elements. Bidder is responsible for providing a complete front-end live video production system for driving the OC Fair's HD digital projector. The list below is minimum; please provide cost effective solutions to enable a whole package. Contractor is responsible to ensure all fly hardware, power cabling, data cabling, power distribution, etc. necessary to ensure systems are whole and fully functional are supplied.

Quantity	<b>The Hangar Building Video Equipment List</b> <i>(Deviations may be requested, with the exception of LED screens.)</i>
<b>LED SCREENS</b>	
(Package shall be Inclusive of all fly hardware, power cabling, data cabling, power distribution, etc.)	
2	<b>Manufacturer:</b> Absen(or equivalent) <b>Model:</b> PL Series 3.9 Video Panel Res 128x128 – IP54 <b>Weight:</b> 1,971 lbs <b>Dimensions:</b> 11.8'W x 19.69'H (896 x 1536 Pixels) <b>Total Tiles Per Screen:</b> 84 <b>Pixel Pitch:</b> 3.9 mm
<b>LED IMAGE PROCESSING</b>	
(Package shall be inclusive of distribution amplifiers, power cabling, data cabling, power distribution, etc.)	
2	NovaStar VX6S Dual Processor Package
1	Blackmagic Design SmartScope Duo 4K
<b>PPU (Rack Mounted)</b>	
1	HD Seamless Video Switcher, 8 inputs, 4 outputs, 1 DVI Multiviewer output, no more than one frame of signal delay
1	Waveform/Vectorscope
1	AJA Kumo SDI Router - 16x16
1	Intercom system to service two camera operators, video director and video engineer
3	Clear-Com Communication Headsets
1	Furman Power Conditioner
6	Marshall 8" Color Monitors
2	AJA KiPro HD
1	Laptop with graphics software for minor editing and PowerPoint software for playback of client material including DVD's
2	HD Color monitors to display preview and program switcher outputs
2	Folsom Image Pro HD image scalers
1	Audio Distribution Amp
1	Video Distribution Amp for re-clocking
1	Ethernet Switch 16 Port
<b>CAMERAS</b>	
(Package shall be inclusive of all power cabling and data cabling)	
2	Panasonic Robotic Camera Head HD-SDI and Panasonic Robotic with joystick remote control, mic stand and adaptors to mount to a mic stand or truss
1	FOH, HD-SDI Camera with Studio Kit/Tripod minimum 66:1 studio lens, manual focus control, server zoom control, 7" color view finder, tripod and pan & tilt head
4	HD/SDI BNC cables at 50' length
8	HD/SDI BNC cables at 100' length
2	Ethernet cables at 100' length
2	Robo cam cable loom at 200' length with 2 BNC cables, 1 edision and 2 CAT 5 cables
2	Camera control units
2	Remote camera control units(for shading)
4	Panasonic Camera Chains
1	Canon HD 70:1 Long Lens
1	Teradek BoltPro 600 Wireless Video System - SDI/HDMI
<b>MEDIA SERVER</b>	
(Package shall be inclusive of all power cabling and data cabling)	
1	Blackmagic ATEM 2 M/E Production Studio 4K
2	HD Video Monitors
1	Image Pro HD image scaler
1	Keyboard, Mouse, KVM Switch
<b>VIDEO RECORDING RACK</b>	
2	AJA KiPro record decks, each with 500 GB portable hard drives
4	HD color reference monitors
1	H264 recorder with USB output

<b>STREAMING VIDEO RACK</b>	
(Package shall be inclusive of streaming equipment necessary)	
1	Streaming hardware/software for HD(1080p) video
1	OTT Streaming service with online store and downloadable purchase ability
<b>AUDIO RACK</b>	
(Package shall be inclusive of all power and audio cabling)	
1	Stereo XLR in/out, RCA input
1	Audio distribution amplifier to adjust record levels
<b>POWER</b>	
(Package shall be inclusive of all power cabling and data cabling)	
1	Camlock 3 Phase Distro
1	Banded five wire 4-0 camlok cable – 100'

## 2. Junior Livestock Auction

- a. The Junior Livestock Auction is a one (1)-day event held in the Livestock Show Ring.
- b. The Auction typically operates on the 2nd Saturday during the annual OC Fair from 8:00 a.m. to 5:00 p.m.
- c. Contractor shall install HD video rack with switcher, two (2) HD cameras; one (1) hand held and one (1) Robo camera head with Joystick control, monitors, H.264 recorder, and necessary equipment for cameras and slide show content. This video rack will be connected to Contractors LED screen in the Livestock showring for live viewing of the Junior Livestock Auction cameras and content.
- d. Contractor shall rotate three (3) pieces of content via switcher, including:
  - i. Lot Number Slide in PowerPoint (computer HDMI)
  - ii. Panasonic HD Handheld Camera with wireless connection
  - iii. HD Robo Camera head with Joystick control
- e. Contractor shall record all footage to hard drive with audio from main PA system.
- f. The Junior Livestock Auction Equipment List is below. Contractor is responsible to ensure all power cabling, data cabling, audio, power distribution, etc. necessary to ensure systems are whole and fully functional are supplied.

Quantity	Junior Livestock Auction Equipment List (Deviations may be requested.)
<b>SDI CAMERA PACKAGE(all necessary cables to make system complete)</b>	
1	HD switcher with minimum 4 inputs, 2 SDI outputs, 1 DVI multi-viewer output
1	42-46: HD color monitor with ability to mount on table or two-pole stand
1	Two pole stand (for HD monitor if not table mounted) no higher than 72"
1	Panasonic HD hand held camcorder with wireless connection
1	HD robotic camera head with joystick remote control, mic stand and adaptors to mount to mic stand or truss.
1	Robo cam cable loom at 150' length with 2 BNC cables, 1 Edison cable and 2 CAT 5 cables
1	Camera cable loom at 150' length with 1 BNC and 1 Edison cable
1	Audio distribution amplifier to adjust record levels
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')
1	Assortment of HDMI cables in a variety of lengths (5x10', 2x 25')
2	AJA KiPro record decks, each with 500 GB portable hard drives

2	HD color reference monitors
1	H.264 recorder with USB output

### **3. Livestock Show ring - LED Screen**

- a. The Livestock show ring is located in the Livestock area near Yellow gate and is programmed all 23 days of the OC Fair.
- b. The Livestock show ring operates daily with several demonstrations, animal showmanship, competitions, and judging happening throughout the day from 11am to 10pm Wed - Sun.
- c. Contractor shall install one (1) LED screen, 11.5'(w) x 6.5'(h) pixel resolution of 896 x 512 inside the show ring on the northeast end for daily programming and the Junior Livestock Auction.
- d. Contractor shall install LED screen on spanner truss flown inside the show ring.
- e. Contractor shall install a simple laptop computer with PowerPoint for simplified content changes by OCFEC livestock staff
- f. Contractor shall install all necessary supporting equipment into a secured (i.e. shed or vented lock box), portable enclosure that will contain the following:
  - iv. HD switcher rack & processors
  - v. Macbook pro laptop with PowerPoint
  - vi. All necessary power supply and cabling
- g. The Livestock showring equipment list is below. Contractor is responsible to ensure all power cabling, data cabling, audio, power distribution, etc. necessary to ensure systems are whole and fully functional are supplied.

Quantity	Livestock Showring LED Screen Equipment List <i>(Deviations may be requested.)</i>
<b>LED SCREEN PACKAGE(all necessary cables to make system complete)</b>	
1	Absen(or equivalent) PL3.9 - 3.9mm LED Video Panel Res 128x128 - 11.5'(w) x 6.5'(h) IP54 Display resolution(px) 896 x 512
1	NovaStar VX1000 LED Controller & Video Processor
1	Blackmagic Design smartscope duo 4k
1	13" Macbook Pro Laptop with Powerpoint

### **4. Pig Races - LED Screen**

- a. The Pig Races are located in an area called Park Plaza which near Plaza Pacifica and Green Gate during the OC Fair. The Pig Races are programmed all 23 days of the OC Fair, with race times taking place daily: Wednesday - Friday 2, 3:30, 5, 6:30 and 8pm. Saturday & Sunday 12:30, 2, 3:30, 5, 6:30 and 8pm.
- b. The Pig Races are an OC Fair favorite and have outgrown the temporary venue they currently reside in. It is the goal of the District to allow additional patrons to view the daily pig races outside of the current venue by adding a large LED screen and broadcasting each race daily with 2 camera views for a more enhanced experience to the patrons that are not able to sit inside the venue. In between races the district will run OC Fair content on the LED screen to bring awareness to patrons in the area of more OC Fair programming.

- c. Contractor shall install one (1) LED screen, 11.5'(w) x 6.5'(h) pixel resolution of 896 x 512 on the backside of the southeast bleachers of the Pig Races.
- d. LED screen will be installed on an engineered box truss structure off the ground 6' with proper ballast and safety rigging since it is near patron table seating.
- e. Two (2) Panasonic Robo camera heads will be installed on the interior of the Pig Race bleachers to capture footage of each race that will be broadcast to the LED screen. Camera locations TBD with Contractor and District staff.
- f. Contractor shall install all processors, HD switcher racks, and joystick remote camera control gear necessary to operate along with a simple laptop computer with PowerPoint for simplified OC Fair content changes by OCFEC staff.
- g. Contractor shall install all necessary supporting equipment into a secured(i.e. shed or vented lock box), portable enclosure about 100' away that will contain the following:
  - vii. HD switcher rack & processors
  - viii. Macbook pro laptop with powerpoint
  - ix. All necessary power supply and cabling
  - x. Camera locations and "Video World" location TBD by Contractor and District staff
- h. Contractor shall record all footage to hard drive and connect audio from main PA system.
- i. The Pig Races LED Screen & Equipment List is below. Contractor is responsible to ensure all power cabling, data cabling, audio, power distribution, etc. necessary to ensure systems are whole and fully functional are supplied.

Quantity	Pig Races LED Screen & Equipment List <i>(Deviations may be requested.)</i>
<b>LED SCREEN PACKAGE(all necessary cables to make system complete)</b>	
1	Absen(or equivalent) PL3.9 - 3.9mm LED Video Panel Res 128x128 – IP54 Screen size 11.5'(w) x 6.5'(h) Display resolution(px) 896 x 512
1	NovaStar VX1000 LED Controller & Video Processor
1	Blackmagic Design smartscope duo 4k
1	13" Macbook Pro Laptop with PowerPoint
1	42-46: HD color monitor with ability to mount on table or two-pole stand
2	Panasonic HD robo cameras with joystick remote control, tripod or mic stand and adaptors to mount to mic stand or truss
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')
1	Assortment of HDMI cables in a variety of lengths (5x10', 2x 25')
1	AJA KiPro record deck, each with 500 GB portable hard drives

## 5. Promenade Stage – LED Screens

- a. The Promenade Stage is located inside the OC Promenade in the main mall area and is programmed all 23 days of the OC Fair.
- b. The Promenade Stage operates daily with several culinary demonstrations, competitions, entertainment and live music taking place from 11am to 10pm Wed-Sun.

- c. Contractor shall install two (2) LED screens, 6.5'(w) x 4.92'(h) in approximate size and a pixel resolution of 512 x 384. These will be flown off of truss above the Promenade Stage on the stage left and stage right sides.
- d. Contractor shall provide video equipment and personnel to support various culinary demonstrations, competitions, and family entertainment throughout the day, followed by a small live performance at night.
- e. Contractor shall install HD video rack with switcher, three (3) HD Robo camera heads with Joystick control, monitors, H.264 recorder, and necessary equipment for cameras and PowerPoint content. This video rack will be connected to Contractors LED screens above the Promenade Stage for live viewing of all the stage programming and OC Fair content in PowerPoint when stage is not programmed. Camera locations TBD with Contractor and District staff.
- f. Contractor shall install LED screen on spanner truss flown inside the OC Promenade above the Promenade Stage, stage right and stage left.
- g. Contractor shall install all necessary supporting equipment at "Video World" location near the stage that will contain the following:
  - xi. HD switcher rack, processors, recorder
  - xii. Three (3) Robo Camera heads with Joystick control
    - 1. Camera #1 - on tripod in front of stage, audience viewing area, for a wide shot.
    - 2. Camera #2 - downstage on tripod for cooking demonstrations, entertainment, and live music.
    - 3. Camera #3 – attached to flown truss for birds eye view of demonstrations, entertainment, and live music.
  - xiii. Macbook Pro laptop with PowerPoint.
  - xiv. All necessary tripods and mounting hardware for cameras.
  - xv. All necessary power supply and cabling.
  - xvi. "Video World" location TBD by Contractor and District staff.
- h. Contractor shall record all footage to hard drive and connect audio from main PA system.
- i. The Promenade Stage Video Equipment List is below. Contractor is responsible for ensuring all power cabling, data cabling, audio, power distribution, etc. necessary to ensure systems are whole and fully functional are supplied.

Quantity	Promenade Stage Video Equipment List <i>(Deviations may be requested.)</i>
<b>LED SCREEN PACKAGE(all necessary cables to make system complete)</b>	
1	Absen(or equivalent) PL3.9 - 3.9mm LED Video Panel Res 128x128 – IP54 Screen size 6.5'(w) x 4.92'(h) Display resolution(px) 512 x 384
1	NovaStar VX1000 LED Controller & Video Processor
1	Blackmagic Design smartscope duo 4k
1	13" Macbook Pro Laptop with PowerPoint
1	42-46: HD color monitor with ability to mount on table or two-pole stand
3	Panasonic HD robo cameras with joystick remote control, tripod or mic stand and adaptors to mount to mic stand or truss
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')
1	Assortment of HDMI cables in a variety of lengths (5x10', 2x 25')
1	AJA KiPro record deck, each with 500 GB portable hard drives

## C. PERSONNEL SERVICES AND REQUIREMENTS

### 1. General Requirements

- a. Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all video systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- b. All video personnel shall have experience with pop, rock & alternative music stage shows and the understanding of this type of live, on the spot video production.
- c. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- d. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
- e. 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.
- f. Technicians must be present for the initial video setup, all twenty-three (23) days of the Fair and the final video strike. Technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event.
- g. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

### 2. Setup and Teardown Requirements

- a. Typically, installation and teardown 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. Contractor must supply video personnel during setup/teardown or as specified by the District. 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 performance schedule.
- b. Contractor shall be required to provide equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week before the event and the system should be loaded in, set up and checked out to the mutual satisfaction of the Contractor and District Management one (1) day prior to opening day of the Fair.
- c. For 2025, it is anticipated Contractor will begin setup on July 14, 2025, and shall have all equipment set up and operational by 11:00 a.m. on July 17, 2025 and ready for a full system test at 1:30pm. Exact dates for 2025 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- d. Teardown begins the day after the last performance. Contractor is allowed up to four (4) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- e. 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 installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.

- f. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in the RFP as well as the design plan for the entire OC Fair run. 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 Paragraph B.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

### **3. Show/Rehearsal Crew Requirements**

- a. Contractor shall, at minimum, provide personnel support for each venue as follows:  
**The Hangar Building(All 23 days):** One (1) Video Director, one (1) System Technician, and one (1) Camera Operator.  
**Junior Livestock Auction(1 day):** One (1) Video Director, one (1) Camera Operator  
**Livestock Showring(All 23 days):** One (1) Floating System Tech  
**Pig Races(All 23 days):** One (1) Video Director, one (1) Floating System Tech  
**Promenade Stage(All 23 days):** One (1) Video Director, one (1) Floating System Tech
- b. Contractor shall supply personnel to operate and maintain video system and cameras during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening each day. Operations cease at approximately 11:00 p.m. each night unless instructed by District staff.
- c. Contractor's Video Directors shall be experienced with shooting live stage performances and understand the requirements of pop, rock, and alternative music shows along with dance groups and demonstrations for rapid switching from performer to performer during solo parts along with the ability to capture the stage environment and portray it to the audience on all screens.
- d. Video Directors shall be competent in playback shows involving multiple disciplines such as multiple video and/or projector displays, troubleshooting band-accompanied video content, live playback, still playback, and live cameras.
- e. Video Directors shall provide technical support and expertise in terms of loading all OC Fair still/live content onto server, manipulating the various feeds to the screens, and working with the different formats required for the screens.
- f. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- g. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
- h. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment and tear down equipment.
- i. Contractor's personnel shall adapt and be flexible to reasonable requests regarding video system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.

#### D. DEFINITIONS AND BIDDING REQUIREMENTS

The above equipment lists identify the items most commonly utilized by the District. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair. Bidder is responsible for a cost-effective and comprehensive video design. These equipment lists are included to outline the scope of requirements as substantiated by the variety of past performances (See Paragraph C.1 through C.5) Contractor shall use the estimated equipment lists as a basis that can easily change each performance night. Based upon Bidder's experience and the information contained herein, Bidder shall supply a video design plan and provide video equipment and production services appropriate for venues of this scope.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional video package/system is provided.

Approval will be required from the District for any changes to the District's equipment list contained in the RFP (deviations of LED screens are not permitted under any circumstance). If Bidder wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, confirmation of acceptance or denial of such equipment may be obtained during the RFP process by submitting a question per the requirements detailed in Part II, Paragraph E.

After contract award, if the Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, approval must be requested in writing.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in the RFP, as applicable, must be included in the labor/equipment pricing submitted in Bidder's Financial Proposal Bid Form. 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, all anchoring mechanisms, equipment safety lines, or any other items necessary to secure equipment to prevent tipping or collapse, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

**Bid – Equipment:** Bidder shall provide an "OC Fair" package price for the above anticipated equipment lists for the full twenty-three (23) day run of the annual OC Fair for The Hangar Building, for one (1)-day of the annual OC Fair Junior Livestock Auction, for the full twenty-three (23) day run of the OC Fair Livestock Showring, for the full twenty-three (23) day run of the OC Fair Pig Races and for the full twenty-three (23) day run of the OC Fair Promenade Stage.

Contractor is responsible for ensuring a complete and fully functional video system is provided, and all appropriate and necessary costs have been considered and incorporated into the fixed pricing. This shall include, but not be limited to, items such as:

- A complete set of tools.
- All cables, connectors, feeders, etc. for power distribution.
- Rigging, motors, and lifts.
- Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- Spare parts/systems.
- All other components required to make the system whole and complete.

**Bid - Labor:** Bidder shall provide a flat "OC Fair" package price for all personnel necessary to provide setup, operation, maintenance and teardown services for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair.

## OTHER SERVICES

Should it be determined that additional services are needed beyond the scope of the RFP, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

### A. PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

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-

**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 52856. 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:**

**FINANCIAL PROPOSAL BID FORM**  
RFP NUMBER: HV-06-25

**BIDDER NAME:** RK Diversified Entertainment, INC

**Received**

The Financial Proposal Bid Form will be used to determine the "not to exceed" amount of the contract.

Note: All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs to exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and performance. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. (No brand/model substitutions of LED screens shall be permitted.) Package pricing shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, distribution amplifiers, etc. necessary to ensure systems are whole and fully functional. Contractor is responsible to ensure a complete and fully functional video package/system is provided.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental service period for the annual OC Fair from installation and testing through final teardown.

**BID EQUIPMENT:** In the "Equipment to be Supplied" Bidder shall input a detailed listing of the equipment (including brands/models) Bidder intends to supply in the fulfillment of the stated requirements. Bidder shall input annual package pricing for the constituting equipment, resulting in a total package price for each venue.

**BID LABOR:** Bidder shall provide a fair "OC Fair" package price for all personnel necessary to provide setup, operation, maintenance and teardown services for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair.

THE HANGAR BUILDING VIDEO EQUIPMENT PACKAGE - RUN OF FAIR (Currently 23 Days)	2025	2026	2027	2028	2029		
Quantity	Equipment Description	Equipment to be Supplied by Bidder	Equipment	Equipment	Equipment		
<b>LED SCREENS (Package shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, etc.)</b>							
2	Manufacturer: Absen equivalent	Infra-LED AR3.8mm panels in 1000mm x 500mm 7 panels wide x 6 panels	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00
<b>LED IMAGE PROCESSING (Package shall be inclusive of distribution amplifiers, power cables, power distribution, etc.)</b>							
2	Non-Linear VENUS Dual Processor Package	Blackmagic Design Hyperdeck Studio 4K	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
1	Blackmagic Design SmartScope Duo 4K	Blackmagic Design SmartView Duo Rackmountable Dual 8" LCD Monitors	\$ 178.00	\$ 178.00	\$ 178.00	\$ 178.00	\$ 178.00
<b>PPU (Rack Mounted)</b>							
1	HD Seamless Video Switcher, 8 inputs, 4 outputs, 1 DVI Multiviewer output, no more than one frame of signal delay	Blackmagic Design ATEM 2 M/E Production Studio 4K	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00	\$ 1,675.00
1	Waveform/Vectorscope	Waveform/Vectorscope	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
1	AJA KONA 4K Router - 16x16	Blackmagic Design Videohub 30x20 12G Zero-Latency Video Router	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
1	Intercom system to service two camera operators, video director and video engineer	Clear-Com MS-702 Main Station Intercom	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
3	Clear-Com Communication Headsets	Clear-Com Communication RS-400 Headsets & Beltpacks	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	Furnace Power Conditioner	Furnace PL-8C Power Conditioner	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
6	Marshall 8" Color Monitors	Marshall VR44P	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	AJAJ KPRO HD	Blackmagic Design Hyperdeck Studio 4K Pro	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	Laptop with graphics software for minor editing and PowerPoint software for playback of client	MacBook Pro 14"	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
2	HD Color monitors to display preview and program switcher outputs	70" Vizio TV	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Foton Image Pro HD image scalers	Barco Foton ImagePRO-2 R0004668	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	Audio Distribution Amp	Mackie 1202VLZ4 12 Channel	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	Video Distribution Amp for re-clocking	AJAJ HD90A 1x4 HD/SDI/SD Distribution Amplifier	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
1	Ethernet Switch 16 Port	Merigear Prosafe 24 port PoE+ Gigabit Smart Managed Switch	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>CAMERAS (Package shall be inclusive of all power cabling and data cabling)</b>							
2	Panasonic Robotic Camera Head HD-SDI and Panasonic Robotic with joystick remote control, mic stand and adapters to mount to a mic stand or truss	Panasonic AW-HE42KP PTZ Cameras, Panasonic AW-RP60	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
1	FOH HD-SDI Camera with Studio Kit/Tripod minimum 66' studio lens, manual focus control	Panasonic design URSA 4K, Fujinon ENO Lens XA20x8.5BRM-K3	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
4	HD/SDI BNC cables at 50' length	HD/SDI BNC cables at 50' length	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
8	HD/SDI BNC cables at 100' length	HD/SDI BNC cables at 100' length	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
2	Ethernet cables at 100' length	Ethernet cables at 100' length	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
2	Robo cam cable loom at 200' length with 2 BNC cables, 1 edition and 2 CAT 5 cables	Robo cam cable loom at 200' length with 2 BNC cables, 1 edition and 2 CAT 5 cables	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
2	Remote camera control units (for shading)	Panasonic AW-RP50	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
4	Panasonic Camera Control Panel	Panasonic Camera Control Panel	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Canon HD 70" Long Lens	Matte Box Camera Canon	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
1	Teradek Bolt Pro 600 Wireless Video System - SDI/HDMI	Teradek Bolt Pro 600 Wireless system	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
<b>MEDIA SERVER (Package shall be inclusive of all power cabling and data cabling)</b>							
1	Blackmagic ATEM 2 M/E Production Studio 4K	Blackmagic Design ATEM 2 M/E Production Studio 4K	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	HD Video Monitor	70" Vizio TV	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
1	Image Pro HD image scalar	Barco Foton ImagePRO-2 R0004668	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Keyboard, Mouse, KVM Switch	Keyboard, Mouse, B2BGEAR 4-Port HDMI KVM Switch	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
<b>VIDEO RECORDING RACK</b>							
2	AJAJ KPRO record decks, each with 500 GB portable hard drives	Blackmagic Design Hyperdeck Studio 4K Pro	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
4	HD color reference monitors	Blackmagic Design SmartView Duo Rackmountable Dual 8" LCD Monitors	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
1	HD4 recorder with USB output	Blackmagic Design Hyperdeck Studio 4K Pro	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>STREAMING VIDEO RACK (Package shall be inclusive of streaming equipment necessary)</b>							
1	Streaming encoder for HD (1080p) video	70" Vizio TV, V-View	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	OTT Streaming service with online store and download/rental purchase ability	Vimeo	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
<b>AUDIO RACK Package shall be inclusive of all power and audio cabling)</b>							
1	Stereo XLR input, RCA input	Stereo XLR in/out, RCA input	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
1	Audio distribution amplifier to adjust record levels	Mackie 1202VLZ4 12 Channel	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>POWER (Package shall be inclusive of all power cabling and data cabling)</b>							
1	Camblock 3 Phase Distro	LEX Rack Mount Power Distribution	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	Banded five 4-0 camlok cable – 100'	Banded five 4-0 camlok cable – 100'	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>LABOR COST</b>							
40	Personnel - Hangar Package Labor Cost - RUN OF FAIR	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
<b>THE HANGAR BUILDING VIDEO PACKAGE (EQUIPMENT &amp; LABOR) - RUN OF FAIR TOTALS</b>							
		\$ 45,098.00	\$ 45,098.00	\$ 45,098.00	\$ 45,098.00	\$ 45,098.00	\$ 45,098.00
<b>THE HANGAR BUILDING CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - RUN OF FAIR</b>							
		\$ 110,098.00	\$ 110,098.00	\$ 110,098.00	\$ 110,098.00	\$ 110,098.00	\$ 110,098.00
<b>THE HANGAR BUILDING VIDEO PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							
							\$ 550,490.00

<b>JUNIOR LIVESTOCK AUCTION Video Equipment Package - RUN OF FAIR (Currently 23 Days)</b>			<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment to be Supplied by Bidder</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>
<b>SDI CAMERA PACKAGE (all necessary cables to make system complete)</b>							
1	HD switcher with minimum 4 inputs, 2 SDI outputs, 1 DVI multi-viewer output	Blackmagic Design ATEM 2 M/E Production Studio 4K	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
1	42"-46" HD color monitor with ability to mount on table or two-pole stand	43" Vizir TV w/ Mount, Pipe & Base	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
1	Two pole stand (for HD monitor if not table mounted) no higher than 72"	43" Vizir TV w/ Mount, Pipe & Base	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
1	Panasonic HD hand held camcorder with wireless connection	Blackmagic Design URSA 32	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
1	HD robotic camera head with joystick remote control, mic stand and adaptors to mount to mic stand or truss.	Panasonic AW-HE42xp PTZ, Panasonic AW-RP60 Controller	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Robo cam cable loom at 150' length with 2 BNC cables, 1 Edison cable and 2 CAT 5 cables	Robo cam cable loom at 150' length with 2 BNC cables, 1 Edison cable and 2 CAT 5 cables	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
1	Camera cable loom at 150' length with 1 BNC and 1 Edison cable	Camera cable loom at 150' length with 1 BNC and 1 Edison cable	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
1	Audio distribution amplifier to adjust record levels	Mackie 1202VLZ4 12 Channel	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
1	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
3	AJA KPro record decks, each with 500 GB portable hard drives	Blackmagic Design HyperDeck Studio 4K Pro	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00
2	HD color reference monitors	Blackmagic Design SmartView Duo Rackmountable Dual 8" LCD Monitors	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	H-264 recorder with USB output	Blackmagic Design HyperDeck Studio 4K Pro	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
<b>LABOR COST</b>							
Personnel - Junior Livestock Auction Package Labor Cost - RUN OF FAIR			\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Junior Livestock Auction Video Package Cost (EQUIPMENT) - RUN OF FAIR TOTALS			\$ 1,345.00	\$ 1,345.00	\$ 1,345.00	\$ 1,345.00	\$ 1,345.00
<b>JUNIOR LIVESTOCK AUCTION CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - RUN OF FAIR</b>			<b>\$ 7,345.00</b>				
<b>JUNIOR LIVESTOCK AUCTION VIDEO EQUIPMENT PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							
<b>\$ 36,725.00</b>							

<b>LIVESTOCK SHOWRING LED SCREEN Video Equipment Package - RUN OF FAIR (Currently 23 Days)</b>			<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment to be Supplied by Bidder</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>
<b>LED SCREEN PACKAGE (all necessary cables to make system complete)</b>							
1	Absorber equivalent PL3.9 - 3.9mm LED Video Panel Res 128x128 - 11.5(w) x 6.5(h) IP54	Uniled AR3.9mm panels in 1000mm x 500mm	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00
	Novastar VX1000 LED Controller & Video Processor	Novastar VX800 LED Controller & Video HD Processor	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Blackmagic Design smartscope duo 4K	Blackmagic Design SmartView Duo Rackmountable Dual 8" LCD Monitors	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	13" Macbook Pro Laptop with PowerPoint	MacBook Pro 14" with Powerpoint	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	42"-46" HD color monitor with ability to mount on table or two-pole stand	43" Vizir TV w/ Mount, Pipe & Base	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
2	Panasonic HD robo cameras with joystick remote control, tripod or mic stand and adaptors to	Panasonic AW-HE42xp PTZ, Panasonic AW-RP60 Controller	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
1	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	AJA KPro record deck, each with 500 GB portable hard drives	Blackmagic Design HyperDeck Studio 4K Pro	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>LABOR COST</b>							
Personnel - Livestock Showring LED Screen Package Labor Cost - RUN OF FAIR			\$ 5,750.00	\$ 5,750.00	\$ 5,750.00	\$ 5,750.00	\$ 5,750.00
Livestock Showring LED Screen Video Package Cost (EQUIPMENT) - RUN OF FAIR TOTALS			\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00
<b>LIVESTOCK SHOWRING LED SCREEN CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - RUN OF FAIR</b>			<b>\$ 10,525.00</b>				
<b>LIVESTOCK SHOWRING LED SCREEN VIDEO EQUIPMENT PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							
<b>\$ 52,625.00</b>							

<b>PIG RACES LED SCREEN Video Equipment Package - RUN OF FAIR (Currently 23 Days)</b>			<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment to be Supplied by Bidder</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>
<b>LED SCREEN PACKAGE (all necessary cables to make system complete)</b>							
1	Absorber equivalent PL3.9 - 3.9mm LED Video Panel Res 128x128 - IP54 Screen size 6.5(w)	Uniled AR3.9mm panels in 1000mm x 500mm	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00
1	Novastar VX1000 LED Controller & Video Processor	Novastar VX800 LED Controller & Video HD Processor	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Blackmagic Design smartscope duo 4K	Blackmagic Design SmartView Duo Rackmountable Dual 8" LCD Monitors	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	13" Macbook Pro Laptop with PowerPoint	MacBook Pro 14" with PowerPoint	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	42"-46" HD color monitor with ability to mount on table or two-pole stand	43" Vizir TV w/ Mount, Pipe & Base	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
2	Panasonic HD robo cameras with joystick remote control, tripod or mic stand and adaptors to	Panasonic AW-HE42xp PTZ, Panasonic AW-RP60 Controller	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
1	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	AJA KPro record deck, each with 500 GB portable hard drives	Blackmagic Design HyperDeck Studio 4K Pro	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>LABOR COST</b>							
Personnel - Pig Races LED Screen Package Labor Cost - RUN OF FAIR			\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
Pig Races LED Screen Video Package Cost (EQUIPMENT) - RUN OF FAIR TOTALS			\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00
<b>PIG RACES LED SCREEN CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - RUN OF FAIR</b>			<b>\$ 14,200.00</b>				
<b>PIG RACES LED SCREEN VIDEO EQUIPMENT PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							
<b>\$ 71,600.00</b>							

<b>PROMENADE STAGE Video Equipment Package - RUN OF FAIR (Currently 23 Days)</b>			<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment to be Supplied by Bidder</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>	<b>Equipment</b>
<b>LED SCREEN PACKAGE (all necessary cables to make system complete)</b>							
1	Novastar equivalent PL3.9 - 3.9mm LED Video Panel Res 128x128 - IP54 Screen size 6.5(w)	Uniled AR3.9mm panels in 1000mm x 500mm +	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
1	Novastar VX1000 LED Controller & Video Processor	Novastar VX800 LED Controller & Video HD Processor	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Blackmagic Design smartscope duo 4K	Blackmagic Design SmartView Duo Rackmountable Dual 8" LCD Monitors	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	13" Macbook Pro Laptop with PowerPoint	MacBook Pro 14" with PowerPoint	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	42"-46" HD color monitor with ability to mount on table or two-pole stand	43" Vizir TV w/ Mount, Pipe & Base	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
3	Panasonic HD robo cameras with joystick remote control, tripod or mic stand and adaptors to	Panasonic AW-HE42xp PTZ, Panasonic AW-RP60 controller	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	Assortment of BNC cables in a variety of lengths(25', 50', 100', 150')	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
1	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	Assortment of HDMI cables in a variety of lengths(5x10', 2x 25')	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	AJA KPro record deck, each with 500 GB portable hard drives	Blackmagic Design HyperDeck Studio 4K Pro	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>LABOR COST</b>							
Personnel - Promenade Stage Video Package Labor Cost - RUN OF FAIR			\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
Promenade Stage Video Package Cost (EQUIPMENT) - RUN OF FAIR TOTALS			\$ 5,775.00	\$ 5,775.00	\$ 5,775.00	\$ 5,775.00	\$ 5,775.00
<b>PROMENADE STAGE CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - RUN OF FAIR</b>			<b>\$ 12,275.00</b>				
<b>PROMENADE STAGE VIDEO EQUIPMENT PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							
<b>\$ 61,175.00</b>							

Note: The District will add \$15,000 contingency fund for each year. This amount is not included in the Financial Data above. The District will add this amount to each Financial Proposal Bid.

## 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

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 Entertainer</b>	<b>Consultant Exhibitor</b>	<b>Concessionaire Volunteer</b>
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**Other/Explanation if Needed:** \_\_\_\_\_

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

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

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

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

---

Company/Organization Representative’s Signature

---

Title of Representative

---

Printed Name

---

Date

**RK Diversified Entertainment Inc.  
SA-016-25FT  
PAGE 33 of 39**



**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-

## SPONSORSHIP AGREEMENT

(Rev 3/19)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

AGREEMENT NUMBER

SA-011-25SP

A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**CalOptima Health**

2. The term of this Agreement is: **July 18, 2025 through August 17, 2025**

3. The amount of this Sponsorship Agreement **\$25,000 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions****Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

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

**SPONSOR/CONTRACTOR**

SPONSOR/CONTRACTOR'S NAME

**CalOptima Health**

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ken Wong**

ADDRESS

**505 City Parkway West, Orange, CA 92868****STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>nd</sup> District Agricultural Association/OC Fair & Event Center**

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Capps, Chief Business Development Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626***California State Use Only* Exempt: Sponsorship

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*  
*SIGNATURE OF STATE ACCOUNTING OFFICER*



Date

 CONTRACTS MANAGER

## EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

### Contract Representatives:

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Marie Torres, Marketing & Sponsorship Associate**  
**(714) 708-1541**

**CalOptima Health**  
**Carrie Berg**  
**Email: cberg@caloptima.org**

### 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.

### 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 Contractor advance written notice of such termination, allowing 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.

SA-011-25SP

CalOptima Health

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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.

**CONTRACTOR AGREES:**

1. CalOptima Health agrees to be the Presenting Sponsor of the First Aid Stations at the 2025 OC Fair from July 18, 2025, to August 17, 2025
2. To provide CASH in the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) due upon execution of this agreement. Payment in full must be received no later than June 1, 2025.
  - a. Payments shall be remitted to the following address:
    - i. OC Fair & Event Center Attn: Accounts Receivable 88 Fair Drive
    - ii. Costa Mesa, CA 92626
3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry
7. That staff members shall comply with the following requirements:
  - a. No staff member will promote brand outside of designated space(s).
8. To have its display fully staffed by uniformed representatives:
  - a. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 12:00 a.m. on both Saturday, July 19 and Sunday, July 20, 2025
9. That other mobile tours and exhibitors may also be in or near the designated spaces.
10. To abide by the rules and regulations included in the 2025 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2025 OC Fair
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions

**DISTRICT AGREES:**

1. To provide CalOptima Health with the Presenting Sponsorship of the First Aid Stations at the 2025 OC Fair during the Term
2. To include the CalOptima Health on First Aid Stations signage, acknowledging CalOptima Health as the Presenting sponsor
  - a. To provide four (4) signs to be placed strategically in accordance with the with the OC Fair First Aid Stations, no larger than an A-Frame (24" x 32").
3. To place a brochure stand with literature on CalOptima Health in the First Aid Stations (stand and literature to be provided by sponsor)
4. To provide three (3) banners to be placed in Centennial Farm with two (2) interior (144"x42" and 180"x36") and one (1) exterior facing (180"x36")
5. To provide CalOptima Health with 10'x10' space located at the Green Gate MMT location for two (2) days on Saturday, July 19, 2025, and Sunday, July 20, 2025

6. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the Term of the agreement, subject to prior written approval of such uses by the District
7. To include Sponsor logo:
  - a. In all applicable 2025 OC Fair collateral including printed maps at Fair kiosks (pending deadline)
  - b. In all applicable 2025 OC Fair digital advertising, including digital calendar and schedule of events (pending deadline)
  - c. Inclusion on the 2025 OC Fair web site with a link to the Sponsor web site (pending deadline)
  - d. In the @The Fair e-newsletter, all issues during the Term
8. To provide the following credentials for Sponsor staff who will be working on-site at Sponsor's display:
  - a. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's MMT display
9. To provide the following hospitality benefits:
  - a. To provide twenty (20) OC Fair admission tickets, ten (10) general parking passes and ten (10) Pacific Amphitheater concert tickets, based on availability at time of fulfillment, to CalOptima Health in addition to mutually agreed upon working credentials for staff

**Mobile Marketing Tour Space (Green Gate):**



-End Exhibit A -

## EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

**M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

**N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

**O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

**P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

**Q. Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

**R. Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

**S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

**T. No Joint Venture or Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

#### **EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

**U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

**V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

**W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

**X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

**Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

**Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

**AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

**BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

**CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**EXHIBIT C – INSURANCE REQUIREMENTS**  
**(Revised effective January 1, 2023)**

**I. Evidence of Coverage**

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

### EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

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

OR

**EXHIBIT C – INSURANCE REQUIREMENTS**

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

OR

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

OR

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

**II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**EXHIBIT C – INSURANCE REQUIREMENTS**

**III. Participant Waivers**

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

-End Exhibit C-

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R                    A                    F                   

AGREEMENT NUMBER

**SA-020-25FT**

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

**BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)**

The term of this **03/01/2025** through **2/28/2027** FED ID:  
Agreement is: **With three, one-year options**  
**3/1/2027-2/28/2028; 3/1/2028-2/28/2029; 3/1/2029-2/28/2030**

3. The maximum amount of this Agreement is: **\$358,760.00; \$895,120.00 (includes all option years)**  
**(2025 -\$181,540; 2026 -\$177,220; 2027 -\$178,120; 2028 -\$179,120; 2029 -\$179,120)**

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 Grounds Production – Lighting, Staging, Trussing Equipment and Services at the OC Fair & Event Center	Pages 2-17
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 18-23
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 24-27
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 28-31
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 32-34
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 35-36
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 37
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 38-42
Exhibit I – RFI #1 and Addendum #1	Pages 43-44

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>BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)</b>	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Ryan Steidinger, President</b>		
CONTRACTOR BUSINESS ADDRESS		
<b>7601 Woodwind Dr., Huntington Beach, CA 92647</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

**Pacific Coast Entertainment**  
Ryan Steidinger, President  
Email: [ryan@gopce.com](mailto:ryan@gopce.com)

The District's Request For Proposal (RFP) for the Grounds Production - Lighting, Staging, Trussing Equipment & Services, released December 19, 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 Grounds Production - Lighting, Staging, Trussing Equipment & Services, dated January 10, 2025, 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:**

- **Minimum Requirements:**

1. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements, and ability to adhere to the overall intent of the specified system design;
2. Contractor and/or Contractor Personnel shall have demonstrated technical ability to design, install, operate, and remove multiple live-action, outdoor lighting (conventional and moving), staging and truss systems.
3. Contractor and/or Contractor Personnel shall have documented evidence, as required in the Technical Proposal, five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the OC Fair & Event Center meeting the following requirements:
  - a. A minimum of three (3) or more consecutive days of performances in multiple locations in a fixed, non-touring application;
  - b. Venues/events serviced by Bidder included large-scale installations with a combined minimum of fifteen (15) performance stages, lighting systems and truss structures;
  - c. Bidder was primary equipment provider; and
  - d. Bidder serviced a minimum of one (1) equivalent venue in 2023 and/or 2024.
4. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

## **A. GENERAL REQUIREMENTS**

### **A. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality lighting, staging and truss systems. Quality and aesthetic of equipment are vital.
3. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of visiting performers and are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes and performance artists.
4. Contractor shall be responsible for multiple equipment setups and strikes, as required for all venues and dependent upon the event(s) taking place each day of performance.
5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
6. Contractor shall be responsible for maintaining lighting, staging, trussing and related equipment, which will remain in place from the first day of installation through the end of the last performance.
7. Contractor shall be required to set up at various locations as specified by the District, according to the performance schedule and needs.

8. Contractor shall provide equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. In addition, Contractor shall provide equipment as needed for the annual Imaginology event and other Year-Round events, as well as personnel to perform setup and teardown of equipment.
9. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
10. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
11. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph B – Equipment Quality and Requirements, Item 1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
12. All equipment and labor required for setup and teardown must 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 equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
13. 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 shall be implemented.
14. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2025 OC Fair, but are subject to final requirements and final approval by District Management.
15. Stages and trusses shall be installed in such a way as to prevent the public from harm, including, but not limited to, implementing mitigation measures for sharp edges, guy wires, ground stakes, cables, low ceilings, and ensuring prevention of access to restricted areas.
16. The Equipment Lists have been included in Part V, Sections C, D & E for the purposes of illustrating the size and scope of the typical annual OC Fair, Imaginology and Year-Round events. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup for the 2025 OC Fair, and subsequent annual fairs, Imaginology and Year-Round events, shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
17. The final layout of equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
18. The District may 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 shall be determined and agreed upon by the District prior to the delivery and installation of items.
19. Upon contract award and fully signed by both parties, Contractor shall immediately begin an analysis and development of lighting, staging and truss systems for the 2025 OC Fair and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than June 1, 2025 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall propose and justify load and wind ratings for each installed structure to be reviewed and approved by the District. Contractor shall also present all applicable permits, licenses, and certifications for equipment and

personnel, as applicable, as required in Exhibit H, Additional Contract Terms and Conditions, Paragraph 2. The process shall be repeated for the 2026 OC Fair and each OC Fair thereafter for the term of the contract with the schedule to be determined by the District.

20. Contractor shall present, for District review and approval, lighting, staging and truss recommendations each year beginning in April 2025, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the lighting/staging/truss design, implementation, equipment and operations plan (including backup plan) for that year's annual OC Fair. At this time, Contractor shall propose and justify load and wind ratings for each installed structure to be reviewed and approved by the District. Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Exhibit H, Additional Contract Terms and Conditions, Paragraph 2. The process shall be repeated for the 2026 Imaginology event, Year – Round events and each OC Fair thereafter for the term of the contract with the schedule to be determined by the District.
21. As part of Items 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

## **B. EQUIPMENT QUALITY AND REQUIREMENTS**

1. All equipment must 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. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. Lists of acceptable equipment has been provided in Part V, Sections C, D and E, which may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the 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. All items shall have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. All truss provided by Contractor shall be silver unless specified by the District.
9. All shade structures shall be 70% TEXTILINE® screen.
10. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.

11. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete lighting, staging and truss systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
12. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
13. Contractor shall provide and install all power distribution for the complete systems, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
14. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
15. Contractor shall supply all rigging equipment, including, but not limited to, motors, steel cables, shackles, span-sets, burlaps, and required lifts to support installation/removal of equipment.
16. All stages require ADA-compliant stairs, safety rails, and ADA lifts as well as black skirting on ALL sides. Stages shall include either an Astroturf or wood finished top painted black, as requested by the District. Stages shall be installed level. Stages are most commonly ordered in black.
17. Roof panels/backdrops shall be seventy percent (70%) white, unless otherwise specified (percentage indicates amount of screening from the sun).
18. Contractor shall provide adequate support structures for lighting such as poles and other bracing mechanisms.
19. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting, staging and truss systems. Specific equipment is called out in this RFP as required for the overall functionality of the lighting, staging and truss systems; however, Contractor is responsible for ensuring a complete lighting, staging and truss design packages.
20. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations (unless otherwise specified) are acceptable with District approval and the intent should be a high-quality and cost-effective design.
21. Contractor shall provide lighting, staging, truss, rigging, and all other equipment, as specified in Part V, Sections C, D and E.
22. All equipment and systems, including, but not limited to, staging, lighting, truss, structures, and roofs, must be secured in a safe manner to prevent tipping, lifting or falling due to wind, rain or other influences. Weights, anchors, ballasts, base plates, safety lines or other items used to secure equipment as well as provisions for water drainage must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation. Guy wires and water barrels are not a permissible means of securing trussing. All equipment shall be provided and installed in accordance with all CA stamped engineering drawings as well as Federal, State, local government and OSHA standards and guidelines for safety.
23. Contractor is responsible for ensuring all lighting/staging/truss system equipment and rigging, etc. are present and installed to ensure systems are safe, whole and fully functional. This shall include but not be limited to the following items:
  - a. All lighting fixtures are to be LED RGB that include clamps and safeties where needed.
  - b. Inclusion of a wide variety of RGB colors used for creating unique themes and looks.

- c. All cables, connectors, feeders, etc. for power distribution.
- d. Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- e. Spare fixtures, and other equipment as necessary.
- f. Base plates, ballasts anchors, etc.

24. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.

25. Contractor shall include engineered stamped drawings of each stage and truss structure.

26. Contractor shall perform all work complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations.

27. Contractor shall immediately notify District Management of any hazardous conditions

## C. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS – ANNUAL OC FAIR

### 1. Country Meadows Lighting, Stage & Truss

- Country Meadows Stage is an outdoor stage near our main entrance, Blue Gate. It is a free entertainment stage with mid-level performers at night surrounded by food concession stands and product vendors. The truss provides daytime shade and nighttime ambient lighting for patrons (see Part VIII, Exhibit C for photos and truss design drawing).
- Lighting System and Equipment:
  - (16) – Elation SIXPAR 300 RGBAW+UV LED PAR
  - (8) – K9 Lights Bulldog LED Par 64
  - (9) – ETC Source 4 Lekos with Lens tubes
  - (6) – Medium Base String Lights (with aircraft cable) 55'
  - (1) – ETC ColorSource 40 Lighting Console
  - (1) – Motion Labs 12 Channel 120/208 Power Distro
  - (2) – Socapex Break Out – Edison
  - (1) – Socapex 50' Cable
  - (2) – Socapex 100' Cable
  - (1) – 2/0 Cam-Lok Feeder Set 10'
  - (1) – Cable Kit
- Stage structure:
  - 24'L x 16'W x 24"H stage skirted in black/black decking
  - 2 sets of stairs w/handrails on either side
  - ADA lift on side (no room for ramp)
- Truss System and Equipment:
  - (1) – 60'L X 28'W X 15'H Rectangular truss shade structure
  - (2) – 15'H Truss towers (for fixtures and string lights)
  - 12" silver box truss
  - Concrete ballasts necessary per engineering
  - (3) – 26' x 18' screen tops, 70% textoline
  - Trussing (all 4 sides) to accommodate 4'H banner display (see Part IX, Exhibit C for photo). Banner must fit neatly within the structure. Approximate banner dimensions are:
    - 20'L X 4'H installed on the 60' sides of truss structure (3 banners total per side)

- 28'L X 4'H installed on the 28' ends of the truss structure (1 banner total per side)
- Contractor shall collaborate with the District to ensure proper placement. (See Part VIII, Exhibit C for photos and truss design drawing).

## 2. Plaza Stage & Equipment

- Plaza Stage is an outdoor stage under a large 80' x 60' open clear-span tent structure near our Green Gate entrance and the lobby entrance into the Pacific Amphitheatre from inside the OC Fair at Plaza Pacifica. It is a free entertainment stage with mid-level performers at night and community bands performing during the day. The tent structure provides daytime shade and nighttime show lighting for patrons to enjoy with each performance. (see Part VIII, Exhibit C for photos)
- Lighting System and Equipment:
  - (10) – Elation SIXPAR 300 RGBAW+UV LED PAR
  - (4) – 8' pipes with rigging straps to hang off tent structure
  - (12) – Mega claw black w/omega brackets
- OC Fair Owned Lighting System and Equipment
  - INSTALLED BY BIDDER
  - (6) – Elation Razor Q12 Zooms
  - (1) – ETC Smartfade ML
  - (6) – Safety cables
  - (4) – DMX 25' Cable
  - (8) – DMX 50' Cable
  - (4) – DMX 100' Cable
- Stage structure:
  - 24'L x 24'W x 24"H stage skirted in black/black decking
  - (3) – Steel decks for ramp extension over steps with handrails(see photo)
  - 2 sets of stairs w/handrails on either side
  - ADA lift on side (no room for ramp)
  - (1) – 8x8 drum riser on wheels
- Other Equipment:
  - (1) – 40'w x 14'H Heavy Black Drape for sound attenuation measures on back of stage

## 3. Main Mall Video Wall Truss Structure & Equipment

- The Main Mall is an open space corridor that functions as a main arterial route connecting various converging areas of the OC Fair & Event Center property. The Hangar Building entrance is located at the north end of Main Mall. Bidders may refer to Part VIII, Exhibit A, for a facility map.
- Various community acts perform on The Hangar Stage throughout the day, followed by a mid-level headliner band performance at night. Two (2) exterior video screens mounted on each side of The Hangar Building entrance display OC Fair information throughout the day along with live camera feed of the headliner band performance at night and are to be viewable from the Main Mall.
- Contractor shall provide a video wall truss structure (see Part VIII, Exhibit C) on the exterior of The Hangar Building, which will accommodate video screens provided by District's contracted Hangar & Grounds Video Equipment and Services vendor. A detail drawing of the video screen has also been included in Part IX, Exhibit E, and additional specification details are below to give Contractor an understanding of the equipment to be supported:
  - Manufacturer: Absen
  - Model: PL Series 3.9 Video Panel Res 128x128-IP54

- Weight: Approx. 1,600 lbs per side
- Dimensions: 11.8'W x 19.69'H (896 x 1536 Pixels)
- Total Tiles Per Screen: 84
- Pixel Pitch: 3.9 mm
- Truss System and Equipment:
  - (2) – 8'4"D x 13'6"W x 30'H box truss structure. Bidder shall examine the two drawings located in Part IX, Exhibit E for the trussing and rigging specifications required and shall develop a Main Mall Video Wall Truss Structure Equipment List that fulfills these specifications. Also to be included in this system are:
    - (4) – Hoist 208V 1-Ton 16FPM Soca7 with chain bags
    - (1) – Hoist Distro Soca7 8-way
    - (4) – Soca7 Motor cable – 100'
    - (1) – Rigging Kit
    - Concrete ballasts necessary per engineering
    - ballast 29.5" x 29.5" square
    - (4) – 15'H x 10'W black drape for masking lower structure on both sides
    - (4) – 10' black poles for hanging of drape for masking

#### 4. Promenade Lighting, Stage, Truss & Equipment

- Promenade Stage is an indoor stage located inside the OC Promenade that is part of the Main Mall. It is a free demonstration/entertainment stage with culinary demonstrations and family entertainment during the day and mid-level musical performers at night. Two (2) LED video screens flown on each side of the Promenade Stage will display a live camera feed of demonstrations, family entertainment and the mid-level musical performers at night. When those programs are not taking place the LED screens will show OC Fair information. Bidders may refer to Part VIII, Exhibit B, for a facility map.
- Contractor shall provide trussing to be flown above stage right and stage left which will accommodate LED video screens provided by District's contracted Hangar & Grounds Video Equipment and Services vendor. Additional specification details are below to give Contractor an understanding of the equipment to be supported:
  - Manufacturer: Absen
  - Model: PL Series 3.9 Video Panel Res 128x128-IP54
  - Weight: Approx. 350 lbs per side
  - Dimensions: 6.5'W x 4.92'H (512 x 384 Pixels)
  - Total Tiles Per Screen: 12
  - Pixel Pitch: 3.9 mm
- Contractor shall provide additional trussing to be flown above both entrances and through the OC Promenade to illuminate exhibit areas and to add ambient color lighting to the overall interior structure.
- Lighting System and Equipment:
  - (16) – Elation SIXPAR 300 RGBAW+UV LED PAR(AMBIENT LIGHTING)
  - (10) – ETC Source 4 Lekos with Lens tubes(AMBIENT LIGHTING)
  - (12) - Elation SIXPAR 200 RGBAW+UV LED PAR(AMBIENT LIGHTING)
  - (12) – Elation SIXPAR 100 RGBAW+UV LED PAR(STAGE LIGHTING)
  - (1) – ETC ColorSource 40 Lighting Console(STAGE LIGHTING)
- Stage structure:
  - 28'L x 20'W x 24"H stage skirted in black/black decking
  - 2 sets of stairs w/handrails on either side
  - ADA lift on side (no room for ramp)
- Truss System and Equipment:

- (4) – 50'L silver box truss sections flown from ceiling to support ambient lighting
- (2) – 40'L silver box truss sections flown from ceiling to support stage lighting
- (2) – 10'L silver box truss sections flown from ceiling beams at entrances for exhibit lighting
- (16) – hoist motors and rigging supplies

## 5. Heroes Hall Truss Arch & Equipment

- Heroes Hall is a permanent Veteran's museum on the OC Fair & Event Center property located next to the Centennial Farm and Crafters Village. Since this area is a little disconnected from the Fair's main thoroughfare, we use a large freestanding truss arch to display banners on them to bring awareness to the patrons during the fair. Bidders may refer to Part VIII, Exhibit B, for a facility map.
- Contractor shall provide trussing to build a freestanding truss arch with lighting for night time that patrons will walk under as a main entrance to the area and will also support signage for greater visibility to Heroes Hall.
- Lighting System and Equipment:
  - (12) – Elation SIXPAR 200 RGBAW+UV LED PAR(INSIDE TRUSS LIGHTING)
  - (8) – Sign lights(LED flood 100-200watt) to light up banners on both sides of truss arch
- Truss System and Equipment:
  - (1) – 45'L x 16'H, 20" silver box truss freestanding banner arch structure with ballasts
  - Concrete ballasts necessary per engineering
  - (1) – Cable kit

## 6. Baja Stage & Equipment

- Baja Stage is a small indoor stage inside our Baja Bar & Grill restaurant on property located next to the Hangar Building on livestock lane. This stage has local bands performing weekly playing 2-3 sets per night starting at 6:30pm (see Part VIII, Exhibit C for photo)
- Lighting System and Equipment:
  - (12) – 18x18RGB LED PARS 2.0 IP65 with color options
- Stage structure:
  - 12'L x 12'W x 12"H stage skirted in black/black decking

## 7. Livestock LED Screen Truss Structure & Equipment

- Livestock is located down by Yellow gate past the Action Sports Arena. The LED screen is located inside the Livestock show ring and hosts daily animal demonstrations and the Jr. Livestock auction. (see Part VIII, Exhibit C for photos)
- Contractor shall provide trussing to be flown on the northeast side of the show ring which will accommodate an LED video screen provided by District's contracted Hangar & Grounds Video Equipment and Services vendor. Additional specification details are below to give Contractor an understanding of the equipment to be supported:
  - Manufacturer: Absen
  - Model: PL Series 3.9 Video Panel Res 128x128-IP54
  - Weight: Approx. 475 lbs
  - Dimensions: 11.48'W x 6.5'H (896 x 512 Pixels)
  - Total Tiles Per Screen: 28
  - Pixel Pitch: 3.9 mm

- Truss System and Equipment:
  - (6) – 10'L silver box truss(12") flown from ceiling with spanner truss
  - (2) – hoist motors with rigging supplies

## **8. Pig Races LED Screen Truss Structure & Equipment**

- a. The Pig Races are located in an area called Park Plaza which near Plaza Pacifica and Green Gate during the OC Fair. The Pig Races are programmed all 23 days of the OC Fair, with race times taking place daily: Wednesday - Friday 2, 3:30, 5, 6:30 and 8pm. Saturday & Sunday 12:30, 2, 3:30, 5, 6:30 and 8pm.
- Contractor shall provide a freestanding truss arch/goal post to accommodate an LED video screen provided by District's contracted Hangar & Grounds Video Equipment and Services vendor. Additional specification details are below to give Contractor an understanding of the equipment to be supported:
  - Manufacturer: Absen
  - Model: PL Series 3.9 Video Panel Res 128x128-IP54
  - Weight: Approx. 475 lbs
  - Dimensions: 11.48'W x 6.5'H (896 x 512 Pixels)
  - Total Tiles Per Screen: 28
  - Pixel Pitch: 3.9 mm
- Truss System and Equipment:
  - (1) – 12'W x 12'H silver box truss(12") as goal post structure to support LED screen
  - (2) – hoist motors with rigging supplies
  - Concrete ballasts as needed per engineering

## **9. Junior Livestock Auction Stage & Equipment**

- The Junior Livestock Auction is a one (1) day event held inside the Livestock show ring. The auction typically operates on the 2<sup>nd</sup> Saturday during the annual OC Fair from 8:00am to 5:00pm (see Part VIII, Exhibit C for photo)
- Stage structure:
  - 24'L x 8'W x 18"H stage skirted in black/black decking
  - (2) - adjustable metal stairs – six step
  - (8) – 4'W safety hand rails

## **10. Pacific Amphitheatre Ambient Lighting**

- The Pacific Amphitheatre is our 8,200 seat concert venue which hosts 23 shows with another 10+ shows before and after the Annual OC Fair. This lighting package is to add ambient color lighting in areas of walking paths, tree canopies, and sound walls to enhance the guest experience. (see Part VIII, Exhibit C for photos)
- Lighting System and Equipment:
  - (30) – 18x18RGB LED PARS 2.0 IP65 with color options (set and forget)

## **11. Electrical Setup and Services**

- Lead Electrician:
  - (1) – Installs power cables, cam locs and power panels
- Electrician:
  - (1) – Installs cam locs, power panels, spider boxes and power cables
- Lighting Tech:

- (1) – Installs lighting, power cables and spider boxes

#### D. EQUIPMENT LISTS AND REQUIREMENTS – IMAGINOLOGY

Imaginology takes place annually in April over a two-day period on Saturday/Sunday. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Event time is typically 10am – 5pm.

##### 2. Main Stage

- Imaginology Main Stage is an outdoor stage inside of Crafters Village next to Centennial Farm. It is a free entertainment stage with student performers, dance groups and community entertainment surrounded by exhibitor booths and food concession stands. (see Part VIII, Exhibit C for photos).
- Trailer Stage
  - (1) – APEX 3224 Trailer Stage – 32'W x 24'D
  - (2) – Stairs
  - (1) – Vinyl or Mesh backdrop
  - (1) – Front Skirt
  - (1) – Stage Banner Kit(Top & Sides)
  - (1) – Basic Stage lighting package
    - 1. (10) – 18x18RGB LED PARS 2.0 IP65 with color options(set and forget)

##### 3. Misc Stages

- Stage structure #1:
  - (1) - 16'L x 8'W x 18"H stage skirted in black/black decking
  - (2) – sets of steps
- Stage structure #2:
  - (1) - 16'L x 8'W x 18"H stage skirted in black/black decking
  - (2) – sets of steps
- Stage structure #3:
  - (1) - 12'L x 8'W x 18"H stage skirted in black/black decking
  - (2) – sets of steps
- Stage structure #4:
  - (1) - 8'L x 8'W x 18"H stage skirted in black/black decking
  - (2) – sets of steps

#### E. EQUIPMENT LISTS AND SERVICES – YEAR ROUND

The OC Fair & Event Center self-produces additional events and may need production support with different lighting, structures, stages and services. Due to the uncertainty of these events, we ask for a daily rate on production rental equipment and services. See the list below for details:

##### 1. Stage Trailers

- (1) – APEX 3224 Trailer Stage – 32'W x 24'D
  - 1. (2) – Stairs
  - 2. (1) – Vinyl or Mesh backdrop
  - 3. (1) – Front Skirt
  - 4. (1) – Stage Banner Kit(Top & Sides)
  - 5. (1) – Basic Stage lighting package
- (1) – APEX 2424 Trailer Stage – 24'W x 24'D

1. (2) – Stairs
2. (1) – Vinyl or Mesh backdrop
3. (1) – Front Skirt
4. (1) – Stage Banner Kit(Top & Sides)
5. (1) – Basic Stage lighting package

- (1) – APEX 2016 Trailer Stage – 20'W x 16'D
  1. (2) – Stairs
  2. (1) – Vinyl or Mesh backdrop
  3. (1) – Front Skirt
  4. (1) – Stage Banner Kit(Top & Sides)
  5. (1) – Basic Stage lighting package

## 2. Truss System Structures and Equipment

- 40' Banner Truss Arch Structure and Equipment:
  - (1) – 40'L x 16'H, 20" silver box truss freestanding banner arch(2 legs) structure with ballasts
  - (12) – Elation SIXPAR 200IP RGB for inside truss lighting
  - Concrete ballasts necessary per engineering
  - (1) – Cable kit
- 20' Banner Truss Arch Structure and Equipment:
  - (1) – 25'L x 16'H, 20" silver box truss freestanding banner arch(2 legs) structure with ballasts
  - (12) – Elation SIXPAR 200IP RGB for inside truss lighting
  - Concrete ballasts necessary per engineering
  - (1) – Cable kit
- 24' x 20' Truss Cube Structure and Equipment:
  - (1) – 24'L x 20'W x 15'H, 12" silver box truss freestanding cube structure(4 legs) with ballasts
  - (12) – Elation SIXPAR 200IP RGB for inside truss lighting
  - (1) - 70% textoline screen top
  - Concrete ballasts necessary per engineering

## 3. Stage Structures and Equipment

- Stage structure #1:
  - (1) - 16'L x 16'W x 24"H stage skirted in black/black decking
  - (2) – sets of steps
  - (1) – ADA lift
- Stage structure #2:
  - (1) - 24'L x 16'W x 24"H stage skirted in black/black decking
  - (2) – sets of steps
  - (1) – ADA lift

## 4. Electrical Setup and Services

- Lead Electrician:
  - (1) – Installs power cables, cam locs and power panels
- Electrician:
  - (1) – Installs cam locs, power panels, spider boxes and power cables
- Lighting Tech:

- (1) – Installs lighting, power cables and spider boxes

## F. PERSONNEL SERVICES AND REQUIREMENTS

### 1. General Requirements

- Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all lighting, staging, and truss systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the twenty-three (23) current days of the annual OC Fair. Labor for Imaginology shall include all delivery, installation, maintenance, teardown and removal services necessary to support all two (2) days of installed stage equipment. Labor for Year-Round Events shall include all delivery, installation, maintenance, teardown and removal services necessary.
- 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.
- During the annual OC Fair, technicians must be present for the initial equipment setup, all twenty-three (23) days of the Fair and the final equipment strike; technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event. Personnel will not be required to maintain an onsite presence during the annual Imaginology event or Year-Round Events unless specified in service.
- The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

### 2. Setup and Teardown Requirements

- Typically, installation and teardown 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. Contractor must supply personnel during setup/teardown or as specified by the District. 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 performance schedule.
- Contractor shall be required to provide equipment and services for the annual OC Fair each July and August, and stage equipment for the annual Imaginology event each year. Setup generally begins two to three (2-3) weeks prior to the OC Fair, two to three (2-3) days prior to Imaginology and two to three (2-3) days prior to Year-Round Events. The systems should be loaded in, set up, and checked out to the mutual satisfaction of the Contractor and District Management one to two (1-2) days prior to opening day of the Fair, Imaginology and/or Year-Round Events.
- For the 2025 OC Fair, it is anticipated Contractor may begin setup on June 30, 2025, and shall have all equipment set up and operational by 5:00 p.m. on July 17, 2025. Exact dates for the 2025 OC Fair and any subsequent OC Fair and/or Imaginology events are subject to change. Performance dates for future OC Fairs/Imaginology events will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.

- d. Teardown begins the day after the last performance. Contractor is allowed up to four (4) days for completion of teardown for the OC Fair and up to two (2) days for Imaginology, or as communicated by the District. Teardown shall begin no later than 8:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- e. 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 installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- f. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan. Photos provided by Contractor in response to this 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 Paragraph B – Equipment Quality and Requirements, Item 1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/loud-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

### **3. Show/Rehearsal Crew Requirements**

- a. The following show/rehearsal crew requirements apply to the annual OC Fair only and are not required for Imaginology:
  - i. Contractor shall provide a minimum of one (1) Lighting Operator/Systems Technician and one(1) floating Lighting Operator/Systems Technician who will provide support for all locations. The Systems Technician will work with the Operator to ensure proper functioning of all Contractor-supplied systems.
  - ii. Contractor shall supply personnel to operate and maintain lighting, staging and truss systems during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work by 4pm Wednesday - Sunday to be ready to turn on all lights. A typical workday begins at 8:00 a.m. and ends at midnight. Operators shall arrive by 4pm to the OC Fair each day. Operations cease at approximately 12:00 a.m. each performance night. All equipment repairs and adjustments shall be done after the fair closes or before it opens.
  - iii. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
  - iv. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment, provide security for equipment and tear down equipment.
  - v. Contractor's personnel shall adapt and be flexible to reasonable requests regarding lighting, staging and truss system operations and use, as determined appropriate by the District.

### **B. DEFINITIONS AND BIDDING REQUIREMENTS**

The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair, Imaginology and/or Year-Round Events. The above equipment lists identify the items most commonly utilized by the District. Bidder is responsible for a cost-effective and comprehensive design. These equipment lists are included to outline the scope of requirements as substantiated by the variety of past performances (see Part V, Sections C, D and E). Based upon Bidder's experience and the information contained

herein, Bidder shall supply a design plan and provide equipment and services appropriate for venues of this scope. Contractor is responsible to ensure a complete and fully functional package/system is provided.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this RFP, as applicable, must be included in the labor/equipment pricing submitted in Bidder's Financial Proposal Bid Form. 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 stamped engineering drawings, fire extinguishers, all anchoring mechanisms, equipment safety lines, or any other items necessary to secure equipment to prevent tipping or collapse, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

The contracted "OC Fair", "Imaginology" and "Year-Round Events" Equipment and Personnel package rates on the Financial Proposal Bid Form shall represent an "all-inclusive" cost and will cover the entire rental/service period for the annual events from installation and testing through final teardown.

**Bid – Equipment (OC Fair):** Bidder shall provide an "OC Fair" package price for the above-anticipated equipment list for the full 23-day run of the annual OC Fair for each of the venues listed below:

- Country Meadows Lighting, Stage, Truss
- Plaza Stage & Equipment
- Main Mall Video Wall Truss Structure & Equipment
- Promenade Lighting, Stage, Truss & Equipment
- Heroes Hall Truss Arch & Equipment
- Baja Stage & Equipment
- Livestock LED Screen Truss Structure & Equipment
- Pig Races LED Screen Truss Structure & Equipment
- Junior Livestock Auction Stage & Equipment(1-Day)
- Pacific Amphitheatre Ambient Lighting & Equipment
- Electrical Setup & Services

**Bid – Equipment (Imaginology):** Bidder shall provide an "Imaginology" package price for the above anticipated equipment list for the 2-day run of the annual Imaginology for each of the venues listed below:

- Main Stage
- Misc Stages(1-4)

For both the OC Fair, Imaginology, and Year-Round Events, Contractor is responsible to ensure complete and fully functional packages/systems are provided and shall ensure all appropriate and necessary costs have been considered and incorporated into the fixed pricing. This shall include, but not be limited to, items such as:

- All LED RGB lighting fixtures must have color options for themes and safety cable(s).
- All cables, connectors (UL listed), feeders, etc. for power distribution.
- Rigging, spansets, steel cables, shackles, rings, burlap, motors, and lifts.
  - Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
  - ADA-compliant lifts, stairs, and rails; skirting on all sides of stages, and finished tops of stages.
- Spare parts, fixtures and equipment.
- CA Stamped engineered documents of each stage & truss structure
- Signed company letter stating the stages/structures have been installed according to CA stamped engineering drawings

**Bid - Labor:** Bidder shall provide a flat “OC Fair”, “Imaginology” and “Year-Round” event package price for all personnel necessary to provide setup, operation, maintenance and teardown services based upon the scope of work contained herein for the entire run of the annual OC Fair, annual Imaginology and Year-Round events.

#### A. OTHER SERVICES

Should it be determined that additional services are needed beyond the scope of this RFP, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

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 #: 5220-08

**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 52857. 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:**

**FINANCIAL PROPOSAL BID FORM**

**RFP NUMBER GL-08-25**

**BIDDER NAME:**

**Pacific Coast Entertainment**

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All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. Package pricing shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, distribution amplifiers, etc. necessary to ensure systems are whole and fully functional. Contractor is responsible for ensuring a complete and fully functional equipment package/system is provided.

The contracted "RUN OF FAIR" and "RUN OF EVENT" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and shall cover the entire rental/service period for the annual OC Fair and Imaginology, respectively, from installation and testing through final teardown.

**Bid Equipment:** Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Bidder shall input an annual flat combined labor package price for all venues.

<b>Country Meadows Lighting/Staging/Truss Equipment - RUN OF FAIR (Currently 23 Days)</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>				
16	Elation SIXPAR 300 RGBAW+UV LED PAR	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
8	K9 Lights Bulldog LED Par 64	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
9	ETC Source 4 Lekos with Lens tubes	\$ 600.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
6	Medium Base String Lights(with aircraft cable) 55'	\$ 400.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	ETC ColorSource 40 Lighting Console	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	Motion Labs 12 Channel 120/208 Power Distro	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
2	Socapex Break Out – Edison	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
1	Socapex 50' Cable	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
2	Socapex 100' Cable	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
1	2/0 Cam-Lok Feeder Set 10'	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
1	Cable Kit	\$ 100.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
1	24'L x 16'W x 24"H stage skirted in black/black decking - 2 sets of stairs w/handrails on either side - ADA lift on side	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	60'L X 28'W X 15'H Rectangular truss shade structure - Concrete ballasts necessary per engineering - 12' silver box truss	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	15'H Truss towers(for fixtures and string lights) - 12' silver box truss - Concrete ballasts necessary per engineering	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
3	26' x 18' screen tops, 70% textoline	\$ 640.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
1	Stamped engineering drawings of truss structure and stage	\$ 500.00				
<b>Country Meadows Lighting/Truss Equipment Cost - RUN OF FAIR TOTALS</b>		\$ 11,580.00	\$ 11,400.00	\$ 11,400.00	\$ 11,400.00	\$ 11,400.00
<b>COUNTRY MEADOWS LIGHTING/TRUSS EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>						<b>\$ 57,180.00</b>

<b>Plaza Stage Lighting/Staging Equipment - RUN OF FAIR (Currently 23 Days)</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>				
10	Elation SIXPAR 300 RGBAW+UV LED PAR	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
4	8' pipes with rigging straps to hang off tent structure	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
12	Mega claw black w/omega brackets	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
1	24'L x 24'W x 24"H stage skirted in black/black decking (3) - Steel decks for ramp extension over steps with handrails - 2 sets of stairs w/handrails on either side - ADA lift on side (no room for ramp) (1) - 8x8 drum riser on wheels	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
1	40'w x 14'H Heavy Black Drape for sound attenuation measures on back of stage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	Stamped engineering drawings of stage	\$ 500.00				
<b>Plaza Stage Equipment Cost - RUN OF FAIR TOTALS</b>		\$ 5,800.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00
<b>PLAZA STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>						<b>\$ 27,000.00</b>

<b>Main Mall SHOW/VIDEO WALL TRUSS STRUCTURE Equipment - RUN OF FAIR (Currently 23 Days)</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>				

**BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)**  
**SA-020-25FT**  
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**FINANCIAL PROPOSAL BID FORM**

**RFP NUMBER GL-08-25**

**BIDDER NAME:**

**Pacific Coast Entertainment**

The Financial Proposal Bid Form will be used to determine the "not to exceed" amount of the contract.

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All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment availability. Package pricing shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, distribution amplifiers, etc. necessary to ensure systems are whole and fully functional. Contractor is responsible for ensuring a complete and fully functional equipment package/system is provided.

The contracted "RUN OF FAIR" and "RUN OF EVENT" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and shall cover the entire rental/service period for the annual OC Fair and Imagination, respectively, from installation and testing through final teardown.

**Bid Equipment:** Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Bidder shall input an annual flat combined labor package price for all venues.

2	8'4"D x 13'6"W x 30'4"H truss structures. Also to be included in this system are: (4) - Hoist 208V 1-Ton 16FPM Soca7 with chain bags (1) - Hoist Distro Soca7 8-way (4) - Hoist 208V 1-Ton 16FPM Soca7 with chain bags (1) - Hoist Distro Soca7 8-way (4) - Soca7 Motor cable – 100' (1) - Rigging Kit - Concrete ballasts necessary per engineering - ballast 29.5" x 29.5" square (4) – 15'H x 10'W black drape for masking lower structure on both sides (4) – 10' black poles for hanging of drape for masking	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
1	Stamped engineering drawings of truss structure	\$ 500.00				
	<b>Main Mall Show/Video Wall Equipment Cost - RUN OF FAIR TOTALS</b>	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
	<b>MAIN MALL SHOW/VIDEO WALL EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>					\$ 40,500.00

<b>Promenade Stage Lighting/Staging/Truss Equipment - RUN OF FAIR (Currently 23 Days)</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>				
16	Elation SIXPAR 300 RGBAW+UV LED PAR(AMBIENT LIGHTING)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
10	ETC Source 4 Lekos with Lens tubes(AMBIENT LIGHTING)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
12	Elation SIXPAR 200 RGBAW+UV LED PAR(AMBIENT LIGHTING)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
12	Elation SIXPAR 100 RGBAW+UV LED PAR(STAGE LIGHTING)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	ETC ColorSource 40 Lighting Console(STAGE LIGHTING)	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
	28'L x 20'W x 24'H stage skirted in black/black decking					
1	- 2 sets of stairs w/handrails on either side - ADA lift on side (no room for ramp)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
4	50'L silver box truss sections flown from ceiling to support ambient lighting - 12" silver box truss	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
2	40'L silver box truss sections flown from ceiling to support stage lighting - 12" silver box truss	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	10'L silver box truss sections flown from ceiling beams at entrances for exhibit lighting - 12" silver box truss	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
16	Hoist motors and rigging supplies	\$ 1,200.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
1	Stamped engineering drawings of stage	\$ 500.00				
	<b>Promenade Stage Equipment Cost - RUN OF FAIR TOTALS</b>	\$ 9,700.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00
	<b>PROMENADE STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>					\$ 48,100.00

<b>Heroes Hall Lighting/Truss Equipment - RUN OF FAIR (Currently 23 Days)</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>				
12	Elation SIXPAR 200 RGBAW+UV LED PAR(INSIDE TRUSS LIGHTING)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
8	Sign lights(LED flood 100-200watt) to light up banners on both sides of truss arch	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	45'L x 16'H, 20" silver box truss freestanding banner arch structure with ballasts - Concrete ballasts necessary per engineering	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Cable kit	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	Stamped engineering drawings of truss	\$ 500.00				
	<b>Heroes Hall Equipment Cost - RUN OF FAIR TOTALS</b>	\$ 3,700.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
	<b>HEROES HALL EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>					\$ 16,500.00

<b>Baja Stage Lighting/Stage Equipment - RUN OF FAIR (Currently 23 Days)</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>				
12	18x18RGB LED PARS 2.0 IP65 with color options	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
1	12'L x 12'W x 12'H stage skirted in black/black decking	\$ 190.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00

**BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)**  
**SA-020-25FT**  
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**FINANCIAL PROPOSAL BID FORM**

RFP NUMBER GL-08-25

BIDDER NAME: **Pacific Coast Entertainment**

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The contracted "RUN OF FAIR" and "RUN OF EVENT" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and shall cover the entire rental/service period for the annual OC Fair and Imaginology, respectively, from installation and testing through final teardown.

**Bid Equipment:** Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Bidder shall input an annual flat combined labor package price for all venues.

<b>Baja Stage Equipment Cost - RUN OF FAIR TOTALS</b>	\$ 790.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
<b>BAJA STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>						<b>\$ 3,990.00</b>

<b>Livestock LED Screen Truss Structure &amp; Equipment - RUN OF FAIR (Currently 23 Days)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>
6	10'L silver box truss(12") flown from ceiling with spanner truss	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	hoist motors with rigging supplies	\$ 300.00	\$ 400.00	\$ 400.00	\$ 400.00
1	Stamped engineering drawings of truss	\$ 500.00			
<b>Livestock LED Truss Equipment Cost - RUN OF FAIR TOTALS</b>	<b>\$ 1,800.00</b>	<b>\$ 1,400.00</b>	<b>\$ 1,400.00</b>	<b>\$ 1,400.00</b>	<b>\$ 1,400.00</b>
<b>LIVESTOCK LED TRUSS EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>					<b>\$ 7,400.00</b>

<b>Pig Races LED Screen Truss Structure &amp; Equipment - RUN OF FAIR (Currently 23 Days)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>
1	12'W x 12'H silver box truss(12") as goal post structure to support LED screen - Concrete ballasts as necessary per engineering	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
2	Hoist motors with rigging supplies	\$ 300.00	\$ 400.00	\$ 400.00	\$ 400.00
1	Stamped engineering drawings of truss	\$ 500.00			
<b>Pig Races LED Truss Equipment Cost - RUN OF FAIR TOTALS</b>	<b>\$ 3,400.00</b>	<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>
<b>PIG RACES LED TRUSS EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>					<b>\$ 15,400.00</b>

<b>Junior Livestock Auction Stage &amp; Equipment - Second Weekend of Fair (1 Day)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>
1	24'L x 8'W x 18'H stage skirted in black/black decking (2) - adjustable metal stairs – six step (8) – 4'W safety hand rails	\$ 770.00	\$ 770.00	\$ 770.00	\$ 770.00
<b>Junior Livestock Auction Stage Equipment Cost - RUN OF FAIR TOTALS</b>	<b>\$ 770.00</b>	<b>\$ 770.00</b>	<b>\$ 770.00</b>	<b>\$ 770.00</b>	<b>\$ 770.00</b>
<b>JUNIOR LIVESTOCK AUCTION STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)</b>					<b>\$ 3,850.00</b>

<b>PACIFIC AMPHITHEATRE AMBIENT LIGHTING Equipment - RUN OF FAIR (Currently 23 Days)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>	<b>Equipment Price</b>
30	18x18RGB LED PARS 2.0 IP65 with color options(set and forget)	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
<b>Pacific Amphitheatre Ambient Lighting Equipment Cost - RUN OF FAIR TOTALS</b>	<b>\$ 700.00</b>	<b>\$ 700.00</b>	<b>\$ 700.00</b>	<b>\$ 700.00</b>	<b>\$ 700.00</b>
<b>PACIFIC AMPHITHEATRE AMBIENT LIGHTING (EQUIPMENT)- TOTAL BID (ALL FIVE YEARS)</b>					<b>\$ 3,500.00</b>

<b>Electrical Setup and Services - RUN OF FAIR (Currently 23 Days)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Quantity</b>	<b>Equipment Description</b>	<b>Day Rate Price</b>	<b>Day Rate Price</b>	<b>Day Rate Price</b>	<b>Day Rate Price</b>
1	Lead Electrician - Installs power cables, cam locs and power panels	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
1	Electrician - Installs cam locs, power panels, spider boxes and power cables	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
1	Lighting Tech. - Installs lighting, power cables and spider boxes	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
<b>Electrical Setup and Services Cost - RUN OF FAIR TOTALS</b>	<b>\$ 2,250.00</b>	<b>\$ 2,250.00</b>	<b>\$ 2,250.00</b>	<b>\$ 2,250.00</b>	<b>\$ 2,250.00</b>
<b>ELECTRICAL SETUP AND SERVICES - TOTAL BID (ALL FIVE YEARS)</b>					<b>\$ 11,250.00</b>

<b>Grounds Production Lighting, Staging and Truss Labor</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Labor</b>	<b>Labor Price</b>				

## FINANCIAL PROPOSAL BID FORM

RFP NUMBER GL-08-25

**BIDDER NAME:**

Pacific Coast Entertainment

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**Bid Equipment:** Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue, respectively, from installation and testing through final teardown.

**Bid Labor:** Bidder shall input an annual flat combined labor package price for all venues.

OC Fair Labor Package (ALL VENUES) - RUN OF FAIR (Currently 23 Days)	\$ 47,000.00	\$ 49,000.00	\$ 49,000.00	\$ 50,000.00	\$ 50,000.00
Lighting, Staging and Truss Labor - RUN OF FAIR TOTAL	\$ 47,000.00	\$ 49,000.00	\$ 49,000.00	\$ 50,000.00	\$ 50,000.00
LIGHTING, STAGING AND TRUSS LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)					\$ 245,000.00
OC Fair Equipment - RUN OF FAIR TOTAL	\$ 46,740.00	\$ 44,170.00	\$ 44,170.00	\$ 44,170.00	\$ 44,170.00
Grounds Production Lighting, Staging and Truss Labor - RUN OF FAIR TOTAL	\$ 49,250.00	\$ 51,250.00	\$ 51,250.00	\$ 52,250.00	\$ 52,250.00
OC Fair Labor and Equipment - RUN OF FAIR TOTAL	\$ 95,990.00	\$ 95,420.00	\$ 95,420.00	\$ 96,420.00	\$ 96,420.00

IMAGINOLOGY Staging Equipment - RUN OF EVENT (Currently 3 Days)		2025	2026	2027	2028	2029
Quantity	Equipment Description	Equipment Package	Equipment Package	Equipment Package	Equipment Package	Equipment Price
<b>MAIN STAGE</b>						
1	APEX 3224 Trailer Stage – 32'W x 24'D (2) – Stairs (1) – Vinyl or Mesh backdrop (1) – Front Skirt (1) – Stage Banner Kit(Top & Sides)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1	Basic Stage lighting package (10) – 18x18RGB LED PARS 2.0 IP65 with color options(set and forget)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	Stamped engineering drawings of stage	\$ -				
<b>MISC. STAGES</b>						
2	16'L x 8'W x 18'H stage skirted in black/black decking (2) – sets of steps	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
1	12'L x 8'W x 18'H stage skirted in black/black decking (2) – sets of steps	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
1	8'L x 8'W x 18'H stage skirted in black/black decking (2) – sets of steps	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
1	Stamped engineering drawings of stages	\$ 750.00	\$ -			
<b>LABOR</b>						
<b>Imaginology Labor Package (ALL VENUES) - RUN OF EVENT (Currently 3 Days)</b>		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Imaginology Labor Package Cost - RUN OF EVENT TOTALS</b>		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Imaginology Equipment Cost - RUN OF EVENT TOTALS</b>		\$ 5,700.00	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00
<b>Imaginology Equipment and Labor Cost - RUN OF EVENT TOTALS</b>		\$ 8,200.00	\$ 7,450.00	\$ 7,450.00	\$ 7,450.00	\$ 7,450.00
<b>IMAGINOLOGY EQUIPMENT AND LABOR - TOTAL BID (ALL FIVE YEARS)</b>						<b>\$ 38,000.00</b>

**BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)**  
**SA-020-25FT**  
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1	40'L x 16'H, 20" silver box truss freestanding banner arch(2 legs) structure with ballasts (12) – Elation SIXPAR 200IP RGB for inside truss lighting - Concrete ballasts necessary per engineering (1) – Cable kit	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
1	25'L x 16'H, 20" silver box truss freestanding banner arch(2 legs) structure with ballasts (12) – Elation SIXPAR 200IP RGB for inside truss lighting - Concrete ballasts necessary per engineering (1) – Cable kit	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
1	24'L x 20'W x 15'H, 12" silver box truss freestanding cube structure(4 legs) with ballasts (12) – Elation SIXPAR 200IP RGB for inside truss lighting (1) - 70% textoline screen top - Concrete ballasts necessary per engineering	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
1	Stamped engineering drawings of truss - 40'L x 16'H	\$ 750.00				
1	Stamped engineering drawings of truss - 25'L x 16'H	\$ 750.00				
1	Stamped engineering drawings of truss - 24'L x 20'W x 15'H	\$ 750.00				
<b>Stage Structures and Equipment</b>						
1	16'L x 16'W x 24"H stage skirted in black/black decking (2) – sets of steps (1) – ADA lift	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	24'L x 16'W x 24"H stage skirted in black/black decking (2) – sets of steps (1) – ADA lift	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Stamped engineering drawings of stages	\$ 750.00				
<b>Electrical Setup and Services</b>						
1	Lead Electrician - Installs power cables, cam locs and power panels	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
1	Electrician - Installs cam locs, power panels, spider boxes and power cables	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
1	Lighting Tech. - Installs lighting, power cables and spider boxes	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
<b>LABOR</b>						
<b>Year Round Labor Package - RUN OF EVENT</b>		\$ 11,100.00	\$ 11,100.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
<b>Year Round Labor Package Cost - RUN OF EVENT TOTALS</b>		\$ 13,350.00	\$ 13,350.00	\$ 14,250.00	\$ 14,250.00	\$ 14,250.00
<b>Year Round Equipment Cost - RUN OF EVENT TOTALS</b>		\$ 39,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
<b>Year Round Equipment and Labor Cost - RUN OF EVENT TOTALS</b>		\$ 52,350.00	\$ 49,350.00	\$ 50,250.00	\$ 50,250.00	\$ 50,250.00
<b>YEAR ROUND EQUIPMENT AND LABOR - TOTAL BID (ALL FIVE YEARS)</b>						<b>\$ 252,450.00</b>

	2025	2026	2027	2028	2029
<b>OC Fair Labor and Equipment - RUN OF THE EVENT TOTALS</b>	\$ 95,990.00	\$ 95,420.00	\$ 95,420.00	\$ 96,420.00	\$ 96,420.00
<b>Imaginology Equipment and Labor Cost - RUN OF EVENT TOTALS</b>	\$ 8,200.00	\$ 7,450.00	\$ 7,450.00	\$ 7,450.00	\$ 7,450.00
<b>Year Round Equipment and Labor Cost</b>	\$ 52,350.00	\$ 49,350.00	\$ 50,250.00	\$ 50,250.00	\$ 50,250.00
<b>Contingency for additional equipment &amp; labor - RUN OF EVENT TOTALS</b>	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
<b>CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT &amp; LABOR)</b>	<b>\$ 181,540.00</b>	<b>\$ 177,220.00</b>	<b>\$ 178,120.00</b>	<b>\$ 179,120.00</b>	<b>\$ 179,120.00</b>
<b>TOTAL BID (ALL VENUES, ALL FIVE YEARS)</b>					<b>\$ 895,120.00</b>

**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: \_\_\_\_\_

Type of Company/Organization (Circle one):	<input type="checkbox"/> Contractor Entertainer	<input type="checkbox"/> Consultant Exhibitor	<input type="checkbox"/> Concessionaire Volunteer
---	--	--	--

Other/Explanation if Needed: \_\_\_\_\_

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

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

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

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

---

Company/Organization Representative’s Signature

---

Title of Representative

---

Printed Name

---

Date

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

## Megan's Law Screening Listing

**Please duplicate this listing sheet if additional space is required**

## EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

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

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

### **Procedure 0001**

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

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

---

(Print Name & Title)

---

(Signature)

---

(Date)

-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-



January 7, 2025

To: All Potential Bidders  
From: Kelly Vu, Business Services Supervisor  
Re: RFI #1, Q & A, RFP # GL-08-25

The purpose of this RFI (Request for Information) is to transmit "Questions and Answers" regarding the technical components of the RFP Grounds Production – Lighting, Staging, Trussing Equipment and Services. All terms and conditions of the original RFP notice remain unchanged.

---

### Questions and Answers

#### **Questions:**

1. Is it safe to assume that using BLACK (powdercoated black from silver) truss is acceptable for this RFP response.

**Answer:** The District's preference is silver truss

Please send email to [RFP@ocfair.com](mailto:RFP@ocfair.com) or [kvu@ocfair.com](mailto:kvu@ocfair.com) for acknowledgement if you're intended to bid on this project.

*-End RFI #1-*



December 20, 2024

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: Addendum #1, RFP # GL-08-25

The purpose of this addendum is to revise the Request for Proposal (RFP) components for Grounds Production – Lighting, Staging, Trussing Equipment & Services. All terms and conditions of the original RFP remain unchanged.

---

The document is to be revised as follows:

Replace the Financial Proposal Bid Form, Excel Spreadsheet

Bidders must use the new Financial Preproposal Bid Form, Excel Spreadsheet.

Please reply to the email such as Received, Confirm, etc. to acknowledge Addendum #1, or follow the instruction in the RFP to acknowledge Addendum. Failure to acknowledge addendum will result in disqualification.

All other terms and deadlines remain unchanged.

Thank you.

*-End Addendum #1-*

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

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-110-23PA</b>	<b>#3</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

**CLAIR GLOBAL CORPORATION DBA SOUND IMAGE**

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 Clair Global Corporation dba Sound Image is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to update the business name to Clair Global Corporation dba Sound Image and to update the Federal Employer Identification Number.
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>CLAIR GLOBAL CORPORATION DBA SOUND IMAGE</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Shaun Clair</b>		
CONTRACTOR BUSINESS ADDRESS <b>2425 Auto Park Way, Escondido, CA 92029</b> <b>(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>		
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>		

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

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-038-21YR</b>	<b>#4</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

**UNITED SITE SERVICES OF CALIFORNIA, INC.**

2. The term of this

Agreement is

**06/01/2021**

through

**05/31/2026**

Option Years

1. 6/1/23-5/31/24

2. 6/1/24-5/31/25

3. 6/1/25-5/31/26

3. The maximum amount of this

**\$65,407 plus 30% (\$92,656.72)**Agreement after this Amendment is: **\$401,512.47 (\$308,855.75 original, \$92,656.72 30%)**

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-038-21YR, dated June 1, 2021, between the District and United Site Services of California, Inc., for temporary fencing rental at the OC Fair & Event Center, is hereby amended as follows:**

1. This Amendment's effective date is January 1, 2025 for the additional funds of 30%. The effective date for exercising the option year is June 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

**CONTRACTOR AGREES:**

1. To amend the original contract to provide temporary fencing rental for the OC Fair & Event Center by exercising the third option year at not to exceed SIXTY-FIVE THOUSAND FOUR HUNDRED SEVEN DOLLARS AND 00/100 (\$65,407.00)
2. To add 30% of additional funding due to additional rentals at not to exceed NINETY-TWO THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS AND 72/100 (\$92,656.72)

**STATE AGREES:**

1. To pay Contractor a total amount not to exceed FOUR HUNDRED ONE THOUSAND FIVE HUNDRED TWELVE DOLLARS AND 47/100 (\$401,512.47) with the inclusion of option years upon satisfactory completion of work herein

**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>UNITED SITE SERVICES OF CALIFORNIA, INC.</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Angela L. Fleming</b>		
ADDRESS		
<b>523 Crowther Avenue, Placentia, CA 92870</b>		
<b>Email: govteam@unitedsiteservices.com</b>		
<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:		

**CONTRACTOR PERFORMANCE EVALUATION**

CONTRACTOR'S COMPANY NAME: UNITED SITE SERVICES OF CALIFORNIA, INC.	CONTRACT NUMBER: SA-038-21YR	AMENDMENT NUMBER: #4
OCFEC CONTRACT MANAGER'S NAME: Jerry Eldridge	TITLE: Director of Facilities	DEPARTMENT: Facilities
PHONE NUMBER: (714) 708-1578		
<b>TYPE OF SERVICE:</b> Provide temporary fence rental		
ORIGINAL CONTRACT TERM (Not including options)	START DATE: 6/01/2021	END DATE: 05/31/2023
ORIGINAL CONTRACT AMOUNT: \$118,180		
EXERCISE OPTION YEAR 1  TERM: 6/1/2023 to 5/31/2024 <input type="checkbox"/>	EXERCISE OPTION YEAR 2  TERM: 6/1/2024 to 5/31/2025 <input type="checkbox"/>	EXERCISE OPTION YEAR 3  TERM: 6/1/2025 to 5/31/2026 <input checked="" type="checkbox"/> X
AMENDMENT AMOUNT: \$61,728.21	AMENDMENT AMOUNT: \$63,540	EXERCISE OPTION YEAR 4  TERM: to <input type="checkbox"/> AMENDMENT AMOUNT:
AMENDMENT AMOUNT: \$65,407		
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$401,512.47 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.		8
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		8
5. Contractor's adherence to specified contract timelines/deadlines		8
6. Contractor's ability to work within the contract amount		7
7. Effectiveness of Contractor's Project Manager		8
8. Accuracy of invoices		7
Overall Rating – Total points out of 80 points possible		64

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: Jerry Eldridge DATE: 01/24/25

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

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