




**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JANUARY 2022**

New

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-007-22YR	Thermal Concept, Inc.	HVAC preventative maintenance	Year Round	1/1/22-12/31/22		\$32,776.00

Amendments (Exercise Option)

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-062-20YR (Amend. #1)	CWF Inc. DBA: A-1 Event & Party Rental	Exercise option year 1, event tenting rental	Year Round and Fair Time	3/1/20-2/28/23		\$1,121,330.17
SA-110-20YR (Amend. #1)	So Cal Land Maintenance, Inc.	Exercise option year 1, landscape maintenance services	Year Round	4/1/20-3/31/23		\$69,600.00
SA-129-20YR (Amend. #1)	Southern California Sound Image, Inc.	Exercise option year 1, sound equipment services	Fair Time	5/15/20- 12/31/22		\$109,370 Plus \$10,000 Contingency
SA-134-20YR (Amend. #1)	Bar None Group Inc. DBA: Pacific Coast Entertainment Inc.	Exercise option year 1, hanger and grounds video equipment and product services	Fair Time	7/1/20-12/31/22		\$151,005 Plus \$15,000 contingency

R  A  F 

AGREEMENT NUMBER

SA-007-22YR

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

THERMAL CONCEPTS, INC.

2. The term of this Agreement is: **1/1/2022** through **12/31/2022** FED ID:

3. The maximum amount of this Agreement is: **\$32,776.00**

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 HVAC preventative maintenance for the OC Fair & Event Center	Pages 2 -6
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 7
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 8-11
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 12-15
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 16-18
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 19-20
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 21-23
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 24-28
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 29-31
Exhibit J – n/a	

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.)

Thermal Concepts, Inc.

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Joey Salgado, President

CONTRACTOR BUSINESS ADDRESS

13933 Sycamore Way, Chino, CA 91710; Email: jsalgado@thermal-concepts.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association / OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, Chief Operating Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Dean Lassiter, Contract Manager
Phone Number (714) 708-1597

Thermal Concepts, Inc.
Joey Salgado
Phone Number (562)908-0140
Email: jsalgado@thermal-concepts.com

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide "Preventive Maintenance" service necessary to keep the equipment in good operating order. Service includes:
 - a. Quarterly maintenance on operational equipment listed on the attached HVAC Equipment Register performed in January, May, September and December
 - b. Cleaning of condenser coils on applicable operational equipment on the attached HVAC Equipment Register.
 - c. Check complete unit for proper AMP draw
 - d. Inspect fan belts and pulleys and tighten or replace as needed
 - e. Check condenser pans, fins and drains for leaks malfunction and debris
 - f. Check all fluids and refrigerants
 - g. Lubricate bearings and motors
 - h. Check heat exchangers and refrigerant piping
 - i. Inspect all electrical components including safety controls
 - k. Check for proper temperature split
 - l. Supply, date and change MERV 11 filters
 - m. Check motor and Fan bearing temperatures
 - n. Clean and service all condensate lines
 - o. Clean and inspect all outside filters
 - p. Inspect Economizer for correct operation
 - q. Document all findings on the OCFAEC Technician Service report and deliver on a daily basis to Maintenance Supervisor. (See Technician Service Report below)

Equipment Name: Unit #

[illegible]



UNIT #	LOCATION	MANUFACTURER	MODEL #	SERIAL #	PURCHASED	TONS/HP	FILTER SIZE
AD-0	Administration	Dankin	RKN18kevu5	2930	10/1/2009	1	washable filter
AD-0A	Administration	Dankin	Condenser for above split unit				none
AD-1	Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100355L	10/1/2009	4	(4)16x25x2
AD-2	Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100356L	10/1/2009	4	(4)16x25x2
AD-3	Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100354L	10/1/2009	4	(4)16x25x2
AD-4	Administration	TRANE	YSC120E3ELA0R0005C1B00000D	921100357L	10/1/2009	10	(4)20x25x2
AD-5	Administration	TRANE	YCD240E3LOBA	919100517	10/1/2009	20	(4)20x20x2 and (4)20x25x2
AN-1	Anaheim	TRANE	WFD150B30CGB	714100806D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
AN-2	Anaheim	TRANE	WFD150B30CGB	714100832D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
AN-3	Anaheim	TRANE	WFD150B30CGB	714100819D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
AN-4	Anaheim	TRANE	WFD150B30CGB	714100825D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
AO-2	Arena Office	YORK	B4HP024A06A	107665790	5/1/2007	2	(2)14x24x1
BB-1	Baja Blues	YORK	B1HA060A25B	(S)NOF7881201	2/1/2008	5	(2)18x24x1
BB-2	Baja Blues	YORK	B1HA060A25B	(S)NOF7881203	2/1/2008	5	(2)18x24x1
BB-3	Baja Blues	YORK	B1HA060A25B	(S)NOF7880146	2/1/2008	5	(2)18x24x1
BB-4	Baja Blues	YORK	B1HA060A25B	(S)NOF7880146	2/1/2008	5	(2)18x24x1
B15-1	Building 15	YORK	FB4CNF,FB4CNP/25HCCS,25HCE4	1718E29243	5/1/2019	5	(1)20x30x1
B15-2	Building 15	YORK	FB4CNF,FB4CNP/25HCCS,25HCE4	0219E10996	5/1/2019	5	(1)20x30x1
B15-3	Building 15	YORK	E4FD060206A	MKNW0EA4EO		5	(1)20x30x1
B15-4	Building 15	YORK	EIRA060S25H	W0D6146187		5	(1)20x30x1
010-0	Costa Mesa Office	YORK	B1HA030A06B	(S)NOL4140081	11/5/2005	2.5	(1) 20x30x1
CM-1	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1519P18933	5/15/2019	15	(6)20x25x2
CM-2	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1618P22309	7/1/2018	15	(6)20x25x2
CM-3	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	2417P26824	7/1/2017	15	(6)20x25x2
CM-4	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	2417P26822	7/1/2017	15	(6)20x25x2
CM-5	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	2417P26823	7/1/2017	15	(6)20x25x2
CM-6	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1820P15824	6/9/2020	15	(6)20x25x2
CM-7	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1519P18933	5/15/2019	15	(6)20x25x2
CM-8	Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1618P22307	7/1/2018	15	(6)20x25x2
DPS-1	DPS	YORK	B1HA048A25B	(S)OM5278079	2.1.2005	4	(2)14x24x1
EE-1	Events and Education	YORK	B2HZ048A25A	(S)N1H1261363	5/1/2012	4	(2)14x18x1
EQC-1	Equestrian Center	CARRIER	50HJQ0005---601--	2296G20005			(2)16x25x2
H-1	Hangar	CARRIER	48PGLM16-DE50-HV	48PGLM16-DE50-HV	4/1/2010	15	(8)20x20x2
H-2	Hangar	CARRIER	48PGLM16-DE50-HV	2309G40036	4/1/2010	15	(8)20x20x2
H-3	Hangar	CARRIER	48PGLM16-DE50-HV	2309G30037	4/1/2010	15	(8)20x20x2
H-4	Hangar	CARRIER	48PGLM16-DE50-HV	2309G40037	4/1/2010	15	(8)20x20x2
H-5	Hangar	CARRIER	48PGLM16-DE50-HV	2309G10037	4/1/2010	15	(8)20x20x2
H-6	Hangar	CARRIER	48PGLM16-DE50-HV	2309G30036	4/1/2010	15	(8)20x20x2
H-7	Hangar	CARRIER	48TCSA04A3F5A0A0C0	2009G10247	4/1/2010	5	(2)16x25x2
H-8	Hangar	CARRIER	48TCSA04A3F5A0A0C0	2009G10246	4/1/2010	5	(2)16x25x2
H-9	Hangar	CARRIER	48ESN024060311--	0809G20874	4/1/2010	5	(1)20x22x1
H-10	Hangar	CARRIER	48ESN024060311--	0809G20871	4/1/2010	5	(1)20x22x1
H-11A	Hangar	CARRIER	38MVCO24---301--	2608V24318	4/1/2010	2	washable filter
H-11-B	Hangar	CARRIER	40MVCO24 - 301	2608V22877	4/1/2010	2	
HH-1	Hereos Hall	TRANE	yhd150g4rxa2ny7* 04	(s) 163811045d	1/2/2016	12.5	(4)20x20x2 and (4)20x25x2
HH-2	Hereos Hall	TRANE	yhd150g4rxa2ny8* 04	(s) 163811021d	1/2/2016	12.5	(4)20x20x2 and (4)20x25x2
HB-1	Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	4918P42598	5/15/2019	10	(4)20x20x2
HB-2	Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	3119P36671	6/9/2020	10	(4)20x20x2
HB-3	Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	3119P37111	6/9/2020	10	(4)20x20x2
HB-4	Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	4818P86919	5/15/2019	10	(4)20x20x2
HB-5	Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	0718P39994	6/15/2018	10	(4)20x20x2
HB-6	Huntington Beach	CARRIER	50LJQ012-531GA	1795G30337	12/1/1995	10	(4)20x20x2
HB-7	Huntington Beach	CARRIER	50LJQ012-531GA	1795G30333	12/1/1995	10	(4)20x20x2
HB-8	Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	0718P40005	6/15/2018	10	(4)20x20x2
HBS-Ra	Huntington Beach restaurant	YORK	F-RP042H06A	EEFS116587			
HBS-Rb	Huntington Beach restaurant	GOODMAN	CK36-1C	9704014606		3	(1) 20X25X1
LA-O	Los Alamitos	FUJITSU	ASU24R1	ARA004323	2/15/2019	3	washable filter
LA-1	Los Alamitos	TRANE	WFD150B30CGB	714100813D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
LA-2	Los Alamitos	TRANE	WFD150B30CGB	714100800D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2

LA-3	Los Alamitos	TRANE	WFD150B30CGB	714100775D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
LA-4	Los Alamitos	TRANE	WFD150B30CGB	714100725D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
LA-5	Los Alamitos	TRANE	WFD150B30CGB	714100788D	4/1/2007	12.5	(4)20x25x2 and (2)20x20x2
M-1	Maintenance Office	TAPPAN	PCG4A360502X1	WIG8989270	7/15/2018	3	(1)25x25x1
M-2	Maintenance Fran's Office	TAPPAN	24GA036KO72X	R4B020600966	1/1/2003	3	(1)16x16x1 (1)14x14x1
M-3	Maintenance IT Offices	YORK	D3N2036N05606NXC	W1C3584656	4/1/2013	3	(1) 14x14x1 (1) 24x24x1
M-4	Maintenance IT Server room	Dakin	RKN24KEVJU	COO3616	10/1/2007	2	washable filter
M-5	Maintenance	TAPPAN	24GA036KO72X	917015H	2.1.2002	3	(1)20x20x1
M-6	Maintenance	YORK	D3N2036N05606NXC	W1H2080860	9/1/2012	3	(1)20x20x1
M-7	Maintenance	TAPPAN	R4GA03K045X	917014H	2.1.1997	3	(1)20x20x1
M-8	Maintenance Event ops	NORDYNE	JT5BD-036K	JTF070601870	1/15/2009	3	(1)20x20x1
PA-BO	Pac Amp Box Office	PAYNE	309925-04	BBEMO150MAOO		3	(1)20x20x2
PA-1	Pac Amp Kitchen	ULTRA COOL	ASA5112	SC55780	5/1/2008		none
PA-2	Pac Amp Office	CARRIER	38QRR048---5	4907X92961	5/1/2008	4	(4)20x20x1
PA-3	Pac Amp Sound	CARRIER	38QRR024---3	5007X90516	5/1/2008	2	(2)20x20x1
PA-P	Parking Office	YORK	B3HP030AOCA	(S)NOD7607332			(1)20x20x1
PP-1	Plaza Pacifica N	TRANE	ymc102f3rla0700c	140912247I	15-Oct	8.5	(4) 20x24x21
PP-2	Plaza Pacifica S	TRANE	ymc102f3rla0700c	140912238I	15-Oct	8.5	(4) 20x24x21
PP-3	Plaza Pacifica BOX N	PANASONIC 1HP	CS-KS18NB4UW	28741	15-Oct	1 HP	washable filter
PP-4	Plaza Pacifica BOX S	PANASONIC 1HP	CS-KS18NB4UW	28641	15-Oct	1 HP	washable filter
R-1	Ranch	AMANA	AM240att	7114h16697		2	(3)20x20x1
R-2	Ranch	AMANA	AM360bt	7114f57549		3	(3)20x20x1
R-3	Ranch	AMANA	AM480ct	7114l23849		4	(3)20x20x1
R-4	Ranch	AMANA	AM600ct	7114k22156		5	(3)20x20x1
CF-1	Silo	TRANE	TWR036C100A3	M451L3GCF		3	(1)20x25x1
CF-3	Silo	YORK	E1RD036S6B	WOD7617859	4/6/2009	3	(1)20x25x1
SP-1	Spectra Corporate	CARRIER	48VLNA6009050	1612C31227	5/1/2012	5	(1) 16x24x1 (1)18x24x1
SP-2	Spectra Corporate	CARRIER	48VLNA6009050	1312C29448	5/1/2012	5	(1) 16x24x1 (1)18x24x1
AO-1	Spectra Office Green	YORK	BIHA036A25B	NOK6962692	5/1/2007	3	(2)14x24x1

2. To perform quarterly scheduled maintenance service. Preventive Maintenance must be completed within ten (10) business days from the time it is scheduled. Schedule will be provided by OCFAEC.
3. To provide service whenever needed, 24 hours a day, seven (7) days a week.
4. To give repair labor rates for non-Preventative HVAC Maintenance as follows:
 - a. \$128 per hour regular time 7:00 AM- 4:59 PM
 - b. \$192 per hour overtime (after 5:00 p.m. and weekends)
 - c. \$256 per hour Holiday Rate (on any State or Federal Holiday)
 - d. Emergency Call; must arrive within a maximum of 60 minutes from initial call. Hourly rates from a, b, and c will apply.
5. To use only card carrying HVAC Journeymen personnel directly employed or supervised by Contractor.
6. To improve or repair the equipment upon proper authorization from the District.
7. To turn over to District's defective parts upon replacement, upon request.
8. To take all reasonable precautions to avoid damage to property and injury to persons.
9. To provide supervisory assistance when needed.
10. To instruct the District in the basic operation and maintenance of the HVAC equipment, that will provide the best operating system efficiency for maximum energy savings, fewer breakdowns and extended equipment life.
11. All service and or repair parts not covered under this agreement must be presented as a quotation to the District in writing and be approved by District Management before any work can commence.

Thermal Concepts, Inc.

SA-007-22YR

PAGE 6 of 31

12. To submit invoices at the conclusion of each billing quarter for services rendered that quarter. Billing quarters end in February 2022, June 2022, October 2022 and January 2023.

Conditions

- This is a prevailing wage and certified payroll jobsite for all work conducted on the OCFEC grounds.
- All contract employees will comply with OCFEC standard safety policy, including the use of hardhats, safety harnesses when operating lift equipment, certified equipment operators and 15 mph max speed limit for all vehicles on grounds.
- Compliance with Cal-OSHA regulations is required.
- Contractor is responsible for the safety delineation of public egress and right away.
- Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs associated with work. (unsafe work conditions/practices shall be stopped immediately and corrective action taken)
- Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work
- Contractor will responsible for daily clean up to a broom swept surface
- Contractor will responsible to dispose of all debris at an offsite location

Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work.

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

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>

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-20

PAYMENT PROVISIONS:

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

Invoice shall be itemized and contain the District's Purchase Order number 50583. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

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

Payment Rate:

Quarterly: \$8,194 per quarter

Repair labor rates for non-Preventative HVAC Maintenance as follows:

- a. \$128 per hour regular time 7:00 AM- 4:59 PM
- b. \$192 per hour overtime (after 5:00 p.m. and weekends)
- c. \$256 per hour Holiday Rate (on any State or Federal Holiday)
- d. Emergency Call; must arrive within a maximum of 60 minutes from initial call. Hourly rates from a, b, and c will apply.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #21-11

I. Evidence of Coverage

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the 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, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 2 of 3

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 3 of 3

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

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

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 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 OC FEC 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 OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC 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 OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, 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

Megan's Law Screening Listing

[illegible]

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 3

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 3

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 3 of 3

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

(Print Name & Title)

(Signature)

(Date)

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

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(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.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

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

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

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

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 OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC 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.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

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

27. SUBCONTRACTING

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

28. FIRE REGULATIONS

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

-End Exhibit H-

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

Page 1 of 3

1. SCOPE

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

2. SICK, ELDERLY AND VULNERABLE PERSONS

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

3. PHYSICAL DISTANCING IN THE WORKPLACE

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

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

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

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

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

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

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

Page 2 of 3

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

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

5. EVENT ATTENDANCE LIMITATIONS

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

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

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

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

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

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

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

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

9. FURTHER ACTION AS NECESSARY

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

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

Executed on _____, 20____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-062-20YR	#1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
CONTRACTOR'S NAME
CWF INC. DBA: A-1 EVENT & PARTY RENTAL
- The term of this Agreement is **03/01/2020** through **02/28/2023** **FED ID:**
- The maximum amount of this Agreement is **\$1,121,330.17 Amendment**
Agreement after this amendment is: **\$3,323,913.67; \$5,620,858.77 inclusion option years**
- 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-062-20YR, dated March 1, 2020, between the District and A-1 Event & Party Rental, for event tenting rental services for the OC Fair & Event Center, is hereby amended as follows:
 - This amendment effective date is March 1, 2022.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

- To amend the original contract to provide event tenting rental for the OC Fair & Event Center by exercising the first option year at not to exceed ONE MILLION ONE HUNDRED TWENTY ONE THOUSAND THREE HUNDRED THIRTY DOLLARS AND 17/100 (\$1,121,330.17)

STATE AGREES:

- To pay Contractor a total amount not to exceed THREE MILLION THREE HUNDRED TWENTY THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS AND 67/100 (\$3,323,913.67); FIVE MILLION SIX HUNDRED TWENTY THOUSAND EIGHT HUNDRED FIFTY EIGHT DOLLARS AND 00/100 (\$5,620,858.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) CWF INC. DBA: A-1 EVENT & PARTY RENTAL		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Rene Martinez, COO		
ADDRESS 251 E. Front St, Covina, CA 91723 (866) 217-2789; email: rene@a1partyrental.com		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: CWF Inc. DBA: A-1 Event & Party Rental		CONTRACT NUMBER: SA-062-20YR	AMENDMENT NUMBER: #1
OCFEC CONTRACT MANAGER'S NAME: Jason Jacobson, Director of Planning and Production	TITLE: Project Manager	DEPARTMENT: Planning and Production	PHONE NUMBER: (714) 708-1549
TYPE OF SERVICE: Event tenting rental			
ORIGINAL CONTRACT TERM (not including options)	START DATE: 3/01/2020	END DATE: 02/28/2022	ORIGINAL CONTRACT AMOUNT: \$2,202,583.50
EXERCISE OPTION YEAR 1 TERM: <u>3/1/2022 to 2/28/2023</u> <input checked="" type="checkbox"/> AMENDMENT AMOUNT: \$1,121,330.17	EXERCISE OPTION YEAR 2 TERM: <u>3/1/2023 to 2/28/2024</u> <input type="checkbox"/> AMENDMENT AMOUNT: \$1,141,398.54	EXERCISE OPTION YEAR 3 TERM: <u>3/1/2024 to 2/28/2025</u> <input type="checkbox"/> AMENDMENT AMOUNT: \$1,155,275.56	EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> AMENDMENT AMOUNT:
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$5,620,587.77 (Includes all option years)			

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory		
1. Contractor's adherence to the terms of the contract.		9
2. Quality of Contractor's work.		9
3. Contractor and staff's knowledge of the contract requirements		8
4. Contractor's cooperation/communication with the OC Fair & Event Center		10
5. Contractor's adherence to specified contract timelines/deadlines		8
6. Contractor's ability to work within contract amount		10
7. Effectiveness of Contractor's Project Manager		7
8. Accuracy of invoices		8
Overall Rating – Total points out of 80 points possible		69

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:

2021 was a difficult year with covid affecting staffing resources for A1. They worked with us to get through it, figured out solutions to challenges and put on another amazing fair.

OCFEC CONTRACT MANAGER'S SIGNATURE: PRINT NAME: Jason A. JacobsonDATE: 1/10/22

Tenant Liaison Committee Approval Date: _____

☐

Contract Extension Approved

☐

Contract Extension Denied

Name: _____

Signature: _____

Date: _____

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-110-20YR	#1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SO CAL LAND MAINTENANCE, INC.

2. The term of this Agreement is **04/01/2020** through **03/31/2023** **FED ID:**

3. The maximum amount of this **\$69,600 Amendment**
 Agreement after this amendment is: **\$201,600; \$344,400 inclusion 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 #SA-110-20YR, dated April 1, 2020, between the District and So Cal Land Maintenance, Inc., for landscape maintenance services for the OC Fair & Event Center, is hereby amended as follows:

1. This amendment effective date is April 1, 2022.
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 landscape maintenance services for the OC Fair & Event Center by exercising the first option year at not to exceed SIXTY NINE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$69,600.00).

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$201,600.00); THREE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$344,400.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
SO CAL LAND MAINTENANCE, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Stephen Guise, President		
ADDRESS		
2965 E. Coronado Street, Anaheim, CA 92806 (714) 231-1454, email: sguise@socallm.com		
STATE OF CALIFORNIA		
AGENCY NAME		<input type="checkbox"/> Exempt per:
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

32nd District Agricultural Association/dba OC Fair & Event Center
CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: So Cal Land Maintenance Inc.		CONTRACT NUMBER: SA-110-20YR	AMENDMENT NUMBER: #1
OCFEC CONTRACT MANAGER'S NAME: Barbara Gregerson	TITLE: Project Manager	DEPARTMENT: Facilities	PHONE NUMBER: (714) 708-1586
TYPE OF SERVICE: Landscape maintenance services			
ORIGINAL CONTRACT TERM (not including options)	START DATE: 4/01/2020	END DATE: 03/31/2022	ORIGINAL CONTRACT AMOUNT: \$132,000
EXERCISE OPTION YEAR 1 TERM: 4/1/2022 to 3/31/2023 <input checked="" type="checkbox"/> AMENDMENT AMOUNT: \$69,600	EXERCISE OPTION YEAR 2 TERM: 4/1/2023 to 3/28/2024 <input checked="" type="checkbox"/> AMENDMENT AMOUNT: \$70,800	EXERCISE OPTION YEAR 3 TERM: 4/1/2024 to 3/31/2025 <input type="checkbox"/> AMENDMENT AMOUNT: \$72,000	EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> AMENDMENT AMOUNT:
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$344,400 (Includes all option years)			

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory	
1. Contractor's adherence to the terms of the contract.	8
2. Quality of Contractor's work.	8
3. Contractor and staff's knowledge of the contract requirements	8
4. Contractor's cooperation/communication with the OC Fair & Event Center	10
5. Contractor's adherence to specified contract timelines/deadlines	9
6. Contractor's ability to work within contract amount	10
7. Effectiveness of Contractor's Project Manager	9
8. Accuracy of invoices	10
Overall Rating – Total points out of 80 points possible	72

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: Barbara Gregerson PRINT NAME: Barbara Gregerson DATE: 1/3/2022

Tenant Liaison Committee Approval Date:		
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied	
Name: _____	Signature: _____	Date: _____

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-129-20YR	#1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
CONTRACTOR'S NAME
SOUTHERN CALIFORNIA SOUND IMAGE, INC.
- The term of this Agreement is **05/15/2020** through **12/31/2022** **FED ID:**
- The maximum amount of this Agreement is **\$109,370 Amendment (Plus \$10,000 contingency)**
Agreement after this amendment is: **\$328,110 (Plus \$10,000 contingency/yr); \$546,850 Inclusion option years Plus \$10,000 contingency/yr**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Standard Agreement #SA-129-20YR, dated May 15, 2020, between the District and Southern California Sound Image Inc., for sound equipment and services for the Hanger Building at the OC Fair & Event Center, is hereby amended as follows:
 - This amendment effective date is January 1, 2022.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

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

STATE AGREES:

- To pay Contractor a total amount not to exceed THREE HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED TEN DOLLARS AND 00/100 (\$328,110.00); FIVE HUNDRED FOURTY SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 00/100 (\$546,850.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

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

☐ Exempt per:

CONTRACTOR PERFORMANCE EVALUATION

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

Please provide a rating for the contractor's performance, in each of the following areas.		Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory		
1. Contractor's adherence to the terms of the contract.		10
2. Quality of Contractor's work.		10
3. Contractor and staff's knowledge of the contract requirements		10
4. Contractor's cooperation/communication with the OC Fair & Event Center		9
5. Contractor's adherence to specified contract timelines/deadlines		10
6. Contractor's ability to work within contract amount		10
7. Effectiveness of Contractor's Project Manager		10
8. Accuracy of invoices		10
Overall Rating – Total points out of 80 points possible		79

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: Jason A. Jacobson DATE: 1/10/22
Tenant Liaison Committee Approval Date: _____

☐ Contract Extension Approved

☐ Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-134-20FT

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

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

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

Agreement is **07/01/2020** through **12/31/2022**

3. The maximum amount of this
- \$151,005 Amendment**

Agreement after this amendment is: **\$453,015; \$762,025 Inclusion 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 #SA-134-20FT, dated July 1, 2020, between the District and Bar None Group Inc. DBA: Pacific Coast Entertainment Inc. , for Hanger and grounds video equipment and product services for the OC Fair & Event Center, is hereby amended as follows:

1. This amendment effective date is January 1, 2022.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide Hanger and grounds video equipment and product services for the OC Fair & Event Center by exercising the first option year at not to exceed ONE HUNDRED FIFTY ONE THOUSAND FIVE DOLLARS AND 00/100 (\$151,005.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed FOUR HUNDRED FIFTY THREE THOUSAND FIFTEEN DOLLARS AND 00/100 (\$453,015.00); SEVEN HUNDRED SIXTY TWO THOUSAND TWENTY FIVE DOLLARS AND 00/100 (\$762,025.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

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

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ryan Steidinger, Chief Executive Officer

ADDRESS

**7601 Woodwind Drive, Huntington Beach, CA 92647
(714) 841-6455; email: ryan@gopce.com**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**CALIFORNIA
Department of General Services
Use Only**

☐ Exempt per:

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: Bar None Group Inc. DBA: Pacific Coast Entertainment Inc.		CONTRACT NUMBER: SA-134-20FT	AMENDMENT NUMBER: #1
OCFEC CONTRACT MANAGER'S NAME: Jason Jacobson, Director of Planning and Production		TITLE: Project Manager	DEPARTMENT: Planning and Production
PHONE NUMBER: (714) 708-1549			
TYPE OF SERVICE: Hanger and grounds video equipment and product services			
ORIGINAL CONTRACT TERM (not including options)	START DATE: 7/01/2020	END DATE: 12/31/2021	ORIGINAL CONTRACT AMOUNT: \$302,010 plus \$15,000 contingency/year
EXERCISE OPTION YEAR 1 TERM: 1/1/2022 to 12/31/2022 <input checked="" type="checkbox"/> AMENDMENT AMOUNT: \$151,005 Plus \$15,000 contingency	EXERCISE OPTION YEAR 2 TERM: 1/1/2023 to 12/31/2023 <input type="checkbox"/> AMENDMENT AMOUNT: \$154,505 Plus \$15,000 Contingency	EXERCISE OPTION YEAR 3 TERM: 1/1/2024 to 12/31/2024 <input type="checkbox"/> AMENDMENT AMOUNT: \$154,505, plus \$15,000 contingency	EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> AMENDMENT AMOUNT:
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$762,025 (Includes all option years)			

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

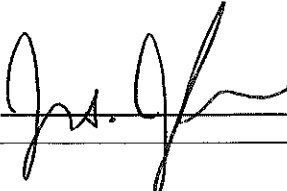
Overall rating of Contractor's performance (Please check one)

☒ Outstanding
☐ Above Average
☐ Meets Expectations
☐ Marginal
☐ Unsatisfactory

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

☒ Recommend to Extend
☐ Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jason A. Jacobson DATE: 1/10/22

Tenant Liaison Committee Approval Date:



Contract Extension Approved



Contract Extension Denied

Name: _____

Signature: _____

Date: _____