



Board of Directors Agenda Report

MEETING DATE: JANUARY 27, 2022 **ITEM NUMBER:** 8C

SUBJECT: Presentation of Carnival Services Agreement and Vote on Whether or Not to Approve

DATE: January 21, 2021

FROM: Michele Richards, CEO

PRESENTATION BY: Michele Richards, CEO

RECOMMENDATION

At the Board of Directors' discretion.

BACKGROUND

The District's agreement for carnival services with Ray Cammack Shows expired on December 31, 2021. Staff released a Request for Proposals (RFP) on October 18, 2021 and, after completing the review and scoring process, issued a Notice of Proposed Award on December 23, 2021 to Ray Cammack Shows.

The attached contract is presented to the Board of Directors for final approval.

AGREEMENT NUMBER

SA-008-22FT

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

RAY CAMMACK SHOWS, INC.

2. The term of this Agreement is: **02/01/2022** through **01/31/2027** **FED ID:**
With One (1) Five (5) Year Option (2/1/2027-1/31/2032)



3. The maximum amount of this Agreement is: **Contractor to Pay: Revenue (Rides - 35%; Game - 25%) Each Year**
Capital Improvement - \$100,000 Per year as reflected in the RFP

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 Master Carnival Operator for the OC Fair & Event Center	Pages 2 -12
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 13-17
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 18-21
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 22-25
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 26-28
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 29-30
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 31-33
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 34-38
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 39-41
Exhibit J – Addendum #1	Page 42-42

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Ray Cammack Shows, Inc.		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Guy W. Leavitt, President/CEO		
CONTRACTOR BUSINESS ADDRESS 4950 West Southern Avenue, Laveen, Arizona, 85339		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME 32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
CONTRACTING AGENCY ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

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CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Ken Karns, Chief Operating Officer
Phone Number (714) 708-1552

Ray Cammack Shows, Inc.
Ben Pickett, Vice President
(602) 763-0536

The District's Request For Proposal (RFP) for Master Carnival Operator, released October 18, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor's proposal for Master Carnival Operator, dated December 1, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

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>

SCOPE OF WORK

1.01 OPERATIONAL CARNIVAL

Contractor shall provide a fully operational carnival including no less than approximately 65 quality rides (one of which must be a Sky Ride, which will utilize the existing infrastructure), approximately 50 games, and approximately 25 food concessions. Also provided, will be an electronic ticketing and redemption system for rides and games, an app to support advance carnival tickets sales, and on-site sales.

Contractor will make all reasonable attempts to comply, and will require its subcontractors to make all reasonable attempts to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations including, but not limited to, the Americans with Disabilities Act ("ADA") and all related regulations.

Please indicate rides you are providing which are fully ADA compliant along with any other relevant information.

1. Rides: Contractor shall provide the following "type" of rides at a minimum:

4 ea. Super Spectacular Type Rides, such as, but not limited to:

- Mach 1
- Mega Drop

10 ea. Spectacular Type Rides, such as, but not limited to:

- Insanity
- G-Force
- Flipper
- Crazy Mouse
- Rave Wave

22 ea. Major Type Rides, such as, but not limited to:

- Tango
- Wave Swinger
- Pharaoh's Fury
- Giant Slide
- Creep Show

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- Dodgem
- Zipper
- Alien Abduction
- Merry-Go-Round
- Funhouse
- Haunted Mansion

25 ea. Kiddie Type Rides (no inflatables are permitted), such as, but not limited to:

- Little Dipper
- Mini Bumper Cars
- Wacky Worm
- Firehouse
- Farm Tractors
- Happy Swing
- Bumble Bees
- Train Station
- Motor Bikes
- Helicopter
- Tea cups
- Slide
- Carousel

3 ea. Tot Type Rides (no inflatables are permitted), such as, but not limited to:

- Kiddie Swing
- Raging River

The 32nd DAA is open to future proposals in which the successful proposer is investing in “Super Spectacular” type rides. If an investment is mutually agreed upon, the 32nd DAA would consider a percentage reduction for a fixed period of time.

2. Ride Age: A minimum of 30% (or 19 of 65) of the rides must have been manufactured after January 1, 2007.
3. Substitutions: Contractor may provide substitute rides and games only with written permission of the 32nd DAA for any equipment listed in this proposal or on the lists submitted and approved annually.
4. Sub-contracting: The OC Fair has operated with a Dedicated Midway for many years; however, fair management values the participation of independent sub-contractors. This being said, it is highly desired that the Proposer/Master Operator own and operate a minimum of 75% of the rides. The remaining percentage of rides may be subcontracted. The score may be affected for Proposals that do not clearly demonstrate that the Proposer/Master Operator owns and operates a minimum of 75% of the rides.
5. Game Concessions: Contractor shall supply a minimum of 50 games of skill, 6 of which must be designed for children.
All games of skill must fully comply with State of California statutes on gambling and in every instance the game must involve only skill, must be fair and must provide the player with a reasonable opportunity to win.
 - a. 40% (or 20 of 50) of the games must have been manufactured after January 1, 2015.
 - b. At least 90% of the Games shall be owned or leased and operated by the Carnival Operator or Carnival Operator’s affiliates and/or partners in which Carnival Operator has fractional ownership and/or a financial interest in such game.
 - c. Must maintain a minimum 25% stock throw at each game.
 - d. Contractor shall operate a non-agent, soft-sell approach at all games. This approach features subtle language and non-aggressive sales techniques without psychological pressure. This is best achieved with hourly employees rather than commissioned agents.
 - e. Games must be presented in a clean and professional manner with uniform paint and canopy colors.

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- f. Games must have a fully proven and operational electronic inventory system for tracking all game operations and game inventories including stock giveaways in the carnival areas.
- g. Contractor will provide daily stock reports to the 32nd DAA.
- h. All game play requires payment before each play; charging after play is not permitted.
- i. No free or “bonus” play may be provided as an incentive for customers to play games.
- j. All prizes must be clearly labeled “1st Win”, “2nd Win”, “3rd Win”, “4th Win”, “5th Win”, “6th Win” **OR** “Mini”, “Small”, “Medium”, “Large”, “Extra Large”, “Jumbo”, “Super Jumbo” or “Choice.”
- k. “Prize Every Time” must be understood to mean that every game player shall receive a prize every time they play a game. Such prize(s) must be prominently displayed in equal proportion by area like all other prizes offered and clearly designated with signage having a minimum of two (2) inch lettering. Offering a “prize every time” to all players during designated promotion periods will not be an acceptable method of promotion participation.
- l. No game of skill may have more than six (6) levels of prizes of five (5) trade-up/upgrade steps. First wins will not be considered a trade-up/upgrade step.
- m. A player should only need to combine their current prize with one (1) Win or Small prize to trade-up/upgrade to the next larger prize. No “double wins” should be required for a player to trade-up/upgrade to the next category prize (e.g. two (2) 2nd Win prizes to trade for one (1) 3rd Win prize, or three (3) Large prizes needed to trade for one (1) Extra Large prize).
- n. Posted game instructions must clearly indicate the size and quality of prizes offered for each win category.
- o. Contractor shall not offer as prizes live ducks, chicks or other live animals (except goldfish), soft drinks in other than plastic containers, knives, firearms or any items which could be used as a weapon.
- p. Prizes that cannot be won must not be displayed.
- q. No conversion charts, score cards, punch boards or the like may be used as part of any game.
- r. No game of skill may be presented in which the outcome of the game is placed in the judgement of the game owner or operator.
- s. No game of skill owner or operator may touch, grab or in any manner physically restrain any player.
- t. No game personnel shall throw or toss any object (e.g. such as a basketball, baseball, etc.) to a patron, potential patron, or into a public walkway near their game.
- u. No obstacles shall be permitted to hinder play by a game player.
- v. All lighting must be protected against breakage, particularly by objects thrown as part of any game play.
- w. All “Basketball” style games will have regulation hoops and regulation balls.
- x. All “duck pond” or “fishing” style games must contain a minimum of one large prize available to be won at all times.

Game personnel are to clearly explain all game rules and playing procedures when they are not fully understood by the player. If, after explanation, the player still does not understand, they should be discouraged from playing. It is easier to eliminate confusion by preventing guests from breaking the rules than it is to solve a problem after the rules have been broken.

- 6. Food Concessions: Contractor shall supply a minimum of 25 novelty and specialty food concessions. Food concessions will pay the 32nd DAA **25%** of adjusted gross revenues before taxes audited on a daily basis. Food Concessions gross revenues paid to the 32nd DAA will not be considered as part of the financial proposal. Food concessions shall be permitted and must meet Orange County Health Department requirements and have experience operating a Point of Sale system. The **25%** of adjusted gross revenues before taxes audited on a daily basis is subject to annual review. Any percentage increase over the term of the contract will be mutually agreed upon between the Contractor and the 32nd DAA.
- 7. Electronic Ticketing/Redemption System: Contractor will not accept cash payments at any ride or game. Contractor will supply a fully proven and operational electronic ticketing/redemption system with an operational iOS and Android-based mobile phone app that is capable of handling cashless transactions, generating fully customizable reports for the 32nd DAA, handling transactions for a fair of the size and scope

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of the OC Fair (1.3 – 1.4 million attendance, 65 rides, 50 games for a period of no less than 23 days) without failure. The electronic ticketing/redemption system may be sub-contracted as long as the contractor provides reference letters from three (3) separate fair managers from three (3) separate fairs with attendance of 500,000 or greater. Each reference letter should confirm that Proposer held a master carnival contract that was operated using the sub-contractor's electronic ticketing/redemption system. The following services are to be included with the electronic ticketing/redemption system:

- a. Complete installation, configuration and testing of all aspects of the system including hardwired and wireless connectivity, a minimum of 48 hours in advance of opening day.
 - b. Provide all ticket booths and self-serve kiosks.
 - c. Configure scanners, kiosks and POS system prior to the event, and provide all maintenance and repair as necessary during the event.
 - d. 24/7 customer service support team prior to and during event, and as necessary post event.
 - e. All training needed for sales and redemption team members prior to opening of the Fair.
 - f. All necessary system backup equipment for contingency purposes.
 - g. All real time customizable reports on demand as requested by the 32nd DAA.
 - h. Final teardown and removal.
8. Quality: For a multi-year contract, the quality of the carnival should improve annually, or at a minimum, remain the same.
 9. Signs: Contractor to provide all signage professionally made and installed including but not limited to the number of electronic tickets required on each piece of equipment (rides and games) and visible to the public. No handmade/written signs will be permitted.
 10. Novelties: Are part of a separate agreement and will not be included in this agreement. Inflatables may not be given away as prizes at games.
 11. Cookhouse: Contractor will provide one cookhouse for food and beverage service to employees of the 32nd DAA, partners and employees of the carnival. The cookhouse will pay the 32nd DAA 5% of adjusted gross revenues before taxes audited on a daily basis. The cookhouse will be contracted the same as the 25 other food concessions.
 12. ATMs: Contractor will not supply its own ATMs. The ATMs located throughout the carnival will be provided to the 32nd DAA as part of a separate agreement between the 32nd DAA and another contractor.
 13. Ride, Game and Concession List: Contractor shall submit to the 32nd DAA annually, at least 60 days before each OC Fair, a complete list of rides, games and concessions proposed for that year's Fair. Lists to be separated by location, one list for adult midway, one for kiddie land. Included will be a complete list stating electronic ticket prices and number of electronic tickets charged for each ride and game, and height requirements for each ride proposed, as well as a list of food and beverage prices by item. The 32nd DAA will inspect and approve the number, type, quality and price of rides and games and food and beverage to be provided by the Contractor.
 14. Electronic Tickets: All rides and games operated by Contractor shall require a specific number of electronic "tickets". Each "ticket" must have a standard monetary value. The price may not be less than the value of one electronic ticket. The 32nd DAA shall have the authority to audit ticket operations at any time.
 15. Pricing: Pricing for all rides, games and concessions must be approved by the 32nd DAA. The operator must submit the proposed number of electronic tickets required for all rides and games. In the event the parties are unable to mutually agree, the 32nd DAA shall make the final and binding decision.

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16. Ride Approval, Inspection and Permits: The exact number and types of rides shall be approved by the 32nd DAA. Each ride must have a current permit to operate, issued by the California Division of Industrial Safety, under the provisions of California Labor Code Section 7906 before that ride is placed in operation at the OC Fair. Contractor shall fully cooperate with the 32nd DAA's contracted independent carnival ride inspectors and work diligently to comply with the inspectors' recommendations in a timely fashion. No rides will be allowed to open until the carnival ride inspectors have inspected them and cleared them for opening.
17. Electrical Requirements: The 32nd DAA will exercise reasonable efforts to supply electrical power to the carnival. Distribution is the sole responsibility of the contractor. To the extent necessary, the operator will provide the electrical power generators and fuel for carnival operations including ticket booths.
18. Pandemic (COVID-19) Operation Plan: Contractor shall have a clear working knowledge and must have a plan for adherence to all applicable pandemic (COVID-19) related regulations and guidelines in the carnival, including but not limited to, cleaning and sterilization, physical distancing, hand washing / hand sanitation, etc.

1.02 MINIMUM EXPERIENCE AND QUALIFICATIONS

1. Contractor must have a minimum experience of holding a master carnival (midway) contract (responsible for management of rides, games and concessions in the carnival midway area) at three (3) different fairs/locations within the past 3 years (2017-2019) with an attendance of 500,000 or greater at each fair.
2. Contractor must have experience holding a master contract utilizing an electronic ticket/redemption system and providing a cashless purchase/redemption option for rides and games at three (3) different fairs/locations within the past 3 years (2017-2019) with an attendance of 500,000 or greater at each fair.

1.03 PERFORMANCE OF CONTRACT

1. All rides, games and concession stands shall be in place and ready to open and operate by 10:00 pm on the day before the 2022 OC Fair (similar dates and time for subsequent OC Fairs) having been inspected and approved by the 32nd DAA's independent ride inspectors.
 - a. All rides, game concessions, and food concessions shall be maintained in good repair and available for operation during the hours the fair is open. Contractor shall pay the 32nd DAA \$1,000.00 per piece per day in Kiddie Land and \$1,500.00 per piece per day in the Adult Midway as liquidated damages for each day that the Contractor's piece is not operational. No liquidated damages will be assessed if the failure to operate is the result of a major power outage or act of God, or if such failure to operate is with the 32nd DAA's consent. The contractor will track and report to the 32nd DAA all non-operational rides that exceed 6 hours on any operating day.
2. Contractor shall ensure that the carnival operation maintains a clean and professional appearance.

1.04 PROMOTIONS, MARKETING AND SPONSORSHIP

1. Contractor shall provide and participate in promotional programs which fit into the theme and goals of the annual OC Fair.
2. Contractor shall provide promotional and marketing expertise. Contractor shall work with the 32nd DAA in developing a comprehensive promotional and marketing campaign.
3. Contractor will provide an Advance-Sale Electronic Carnival Ticket promotion which includes discounts on ride and game tickets when purchased in advance of the OC Fair.
4. Contractor will provide Pay One Price opportunities for rides – dates and times to be mutually agreed upon by 32nd DAA and contractor.
5. Contractor and 32nd DAA shall meet regularly as needed and at least 120 days in advance of each OC Fair to develop promotional and marketing campaigns and review and resolve any operational issues.

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6. Contractor's participation and involvement in the development and implementation of these promotions will be reviewed annually and considered in Contractor's ability to meet the requirements of the contract.
7. Contractor shall work closely with the 32nd DAA in developing and carrying out publicity and carnival promotions designed and specified to drive demand and increase revenues.
8. Contractor shall have any sponsorships and/or marketing initiatives approved in writing by the 32nd DAA before execution each year. Contractor further agrees to participate in any Fair related sponsorships and/or promotions that directly involve the carnival and/or their subcontractors. Revenue share to be mutually agreed upon.
9. The 32nd DAA reserves the right to request space within the carnival to be used for Fair sponsorships, vendors, etc. Size and location of space to be mutually agreed upon by the 32nd DAA and Contractor.
10. Branding: The 32nd DAA and Contractor will work together to brand items with OC Fair whenever possible. Items possibly include, but are not limited to, ticketing products, signage, mobile app, drink cups, carnival décor, etc. Materials and items that are permanently contractor-branded and would be cost-prohibitive to rebrand may remain contractor-branded. Any and all materials with OC Fair branding or logos must be approved in advance by the 32nd DAA, including any materials the contractor is proposing be co-branded OC Fair and Operator.

1.05 SAFETY

1. Contractor shall perform the carnival operation in a manner which will ensure the safety of the 32nd DAA's employees and agents; Contractor's employees, agents and sub-contractors; and the public.
2. Contractor will keep walkways clear of cables and other trip hazards.
3. The use of cable ramps is not allowed without permission of the 32nd DAA. The contractor is required to use current trenches in the carnival area or provide new trenching at contractor's expense.
4. Contractor will provide fencing/masking/barriers as needed between rides to eliminate back of house access and/or dangerous conditions access to unauthorized people.
5. The 32nd DAA will employ an independent carnival inspector to perform safety inspections of rides and other related equipment in the Carnival Area. Contractor shall cooperate fully with the 32nd DAA's contracted independent carnival ride inspectors and work diligently to comply with their recommendations in a timely fashion. No rides will be allowed to open until the carnival ride inspectors have inspected and cleared them for opening.
6. Contractor shall establish procedures to ensure reasonable security of all rides, games, concession stands and other related equipment and facilities when not in use so that no attractive nuisance or negligent condition exists.
7. Maintenance procedures for carnival grounds, equipment and attractions shall be established to include routine Contractor inspection by supervising personnel with such frequency to ensure no unsightly conditions (e.g., litter, trash accumulation, burned out bulbs, marred surfaces of any kind on Contractor or 32nd DAA property within the carnival area) will exist without attempt to correct the problem within a reasonable period of time. Contractor will maintain clean, attractive and brightly lit rides. Contractor will make available upon request the daily maintenance and safety reports to the 32nd DAA. Any and all contractor reports must be turned into the independent ride safety inspector daily.

1.06 CARNIVAL OPERATION

1. All rules and regulations as specified in the 2021 Rules & Regulations Handbook (Exhibit – G) and Policy & Procedures book (Exhibit – H) are incorporated into the agreement.
2. Carnival space available: The 32nd DAA shall provide contractor with a plot plan showing the space available for carnival operation (see Exhibit E). The Adult Midway is approximately 467,000 square feet and Kiddie

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Land is approximately 120,000 square feet. Carnival space will not be available other than shown on the plot plan.

3. Contractor shall arrange the assigned area for carnival operations so as to protect the public from any dangerous conditions.
4. Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, and equipment when not in use so that no attractive nuisance or negligent condition exists.
5. Carnival Set-Up and Teardown: Contractor shall be solely responsible for the assembly, which may begin a minimum of 10 days before the start of the Fair (if and when required early access to the property for longer set up, items will be coordinated and approved by 32nd DAA management). Removal must be completed, including disassembly, and removal of all rides, games, attractions and concessions no later than seven (7) days following the completion of the Fair.
6. Daily Hours of Carnival Operation: All games, rides, and attractions shall open on time (all times are subject to change).
 - a. Adult Midway shall open: Wednesday, Thursday: 12:00 pm, Friday, Saturday, Sunday: 11:00 am
 - b. Adult Midway shall close: Sunday, Wednesday, Thursday: Approx. 11:00 pm, Friday, Saturday: Approx. 12:00 midnight
 - c. Kiddie Land shall open: Wednesday, Thursday: 12:00 pm, Friday, Saturday, Sunday: 11:00 am
 - d. Kiddie Land shall close: Sunday, Wednesday, Thursday: Approx. 10:00 pm, Friday, Saturday: Approx. 11:00 pm

Any variances with the times listed above require 32nd DAA approval.

7. Electronic Ticketing and Redemption

- a. Ticket handling responsibility and procedures:
 - The 32nd DAA uses an on-line ticket system and shall sell Pay One Price (POP) pre-sale tickets as well as other electronic tickets through the site. A complete accounting of all POP and other tickets sold on-line shall be made available to the Contractor at the conclusion of the Fair, prior to final settlement.
 - All credentials including POP wristbands to be provided by and at the expense of the contractor.
 - No credit will be given for any credit card fraud that may occur. Any dollars lost on sales due to credit card fraud will not be deducted from the final amount.
 - Approximately \$1.2M worth of breakage was sold in 2021 (double any typical previous year). The 2021 tickets will be honored by the Contractor. As the 32nd DAA is paid on the carnival gross, subsequent year's breakage will be paid to the 32nd DAA at the contractual percentage.
 - Carnival ticket selling staff will be provided by the 32nd DAA. All revenues (cash and credit) will be deposited into the 32nd DAA's bank account. The Contractor and 32nd DAA will split the cost on all credit card fees 50/50 at the final settlement. The 32nd DAA will audit the sales using the reports provided by the electronic ticketing and redemption system.
 - Settlement to occur weekly during the Fair. Final settlement will occur within two (2) days after the Fair closes.

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- The Contractor shall provide (or make available) live access to electronic ticketing and redemption system reports and all supporting documentation such as carnival electronic “ticket” manifest and daily electronic “ticket” sales report to the 32nd DAA to ensure accountability over the carnival revenues. The 32nd DAA reserves the right to review these records for accuracy and will employ auditors to do so. Furthermore, the Contractor shall be available after the Fair to meet with the 32nd DAA to reconcile the carnival sales and complete the final settlement.

8. Electrical Power Supply and Garbage Disposal

Water, sewer and electricity are available within the Carnival Areas on a limited basis. Contractor is responsible for tying into all utilities and the cost associated with that. Garbage bins will be provided and the 32nd DAA will pay the cost of garbage removal. Contractor will provide additional personnel to keep the carnival area clean at all times. This includes front and back of house. The 32nd DAA will provide and maintain up to twenty five (25), three (3) yard bins, for strategic placement back of house. The contractor will be responsible for end of day (overnight) sweeping/flushing of the Carnival Areas. This can be separately coordinated through the 32nd DAA supplier/contractor.

9. Availability of Housing

Space is available for living trailers with power, water and limited sewer. A pumper truck service is available for areas without sewer. There are limited bathrooms and showers available. The 32nd DAA will work with the contractor to provide adequate living space for the contractor, sub-contractors and employees. Campground spaces required beyond the 2021 base line of 10 spaces in the Campground and 42 spaces in Lot G will be based on availability and rented at the established rates.

10. Limitations on Sales/Concessions

- a. Contractor shall provide a minimum of twenty-five (25) of the latest and most popular food and beverage concession stands to be located in the Carnival Areas only. The 32nd DAA reserves the right to increase the number of concession stands provided by the Contractor or place additional non-contractor food and beverage concession stands in the Carnival Area. Contractor shall not sell beer or other alcoholic beverages. Food concessions will pay the 32nd DAA **25%** of adjusted gross revenues before taxes audited on a daily basis. Any percentage increases over the term of the contract will be mutually agreed upon between the Contractor and the 32nd DAA. Food Concessions gross revenues paid to the 32nd DAA will not be considered as part of the financial proposal.
- b. Contractor will provide one (1) cookhouse in a location within the carnival footprint for the purpose of supplying food and beverage service to employees of the contractor and employees/volunteers of the 32nd DAA. The cookhouse will pay 5% of its daily adjusted gross revenues before taxes to the 32nd DAA. The lower percentage should also be reflected in the prices offered. The 32nd DAA will inspect and approve the number, type of food and prices for the cookhouse. Contractor shall not change any prices, quality, type or sizes of food and beverage items without prior notification and written approval of the 32nd DAA. The cookhouse is not to be included in the financial proposal.
- c. At the discretion of the 32nd DAA or at the request of Contractor, the 32nd DAA reserves the right to permit Contractor to substitute Concession stands listed in the Contractor's proposal.
- d. It shall be the Contractor's responsibility to notify all food and beverage licensees operating the mobile stands under Contractor's control of all permits and licenses that may be required by the Orange County Health Department. Any fees associated are the responsibility of the Contractor. All operators will comply with the 32nd DAA's independent food safety inspector.
- e. Contractor will be responsible for ensuring all food and beverage concession stands adhere to the 2021 Rules & Regulations Handbook (Exhibit – G) , and Policy & Procedures book (Exhibit – H).
- f. Contractor is not permitted to sell commercial exhibits or direct sales booths in the Carnival Area. The 32nd DAA retains the right to sell commercial exhibits or direct sales booths in the Carnival Area.

11. Authorized Representative of Contractor

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Contractor must maintain at least one representative who is authorized to take immediate action upon any request of 32nd DAA at all times that contractor's property is on the fairgrounds. This person must be identified to the 32nd DAA as the Contractor's authorized representative. Key personnel who must be on site during Fair operation to include operational supervisors for: concessions, games, rides, electronic ticketing and redemption system, safety, guest services and an experienced media liaison.

12. Carnival Management and Employees

- a. Concrete management philosophies, practices and policies shall be used to ensure professional personnel actions during execution of the contract. Management shall operate in a manner that enhances the OC Fair in the eyes of its patrons.
- b. Contractor shall be responsible for its employees having the training required by the Division of Industrial Safety, Department of Industrial Relations.
- c. During all carnival operating hours, an adequate number of experienced and professional personnel must be on duty.
- d. The number of employees hired during carnival operations shall be sufficient to ensure that no carnival ride, game or concession stand will be without a minimum of one attendant at all times during scheduled hours of operation.
- e. Employees who have regular public contact shall be attired in clean uniform clothing.
- f. All staff provided by contractor shall be uniformly dressed in clean show shirts with logos. All shirts must be worn tucked in at the waist. No cutoffs, rag bottoms or rips in materials will be allowed.
- g. Consideration to uniforms will be given by contractor for all employees.
- h. All staff provided by contractor will be required to have neatly trimmed hair. Any facial hair must also conform with a trim look as well.
- i. Any tattoos shall be covered at all times.
- j. Contractor shall employ policies and procedures, at their own expense, to ensure that all employees, including sub-contractor employees, working in any carnival operation will be drug tested and pre-screened for any criminal record prior to beginning work at the OC Fair. Only employees, including sub-contractor employees, who pass drug testing and criminal records pre-screening will be allowed to work during the OC Fair. Drug testing will be performed by contractor throughout the duration of the OC Fair and at no time during the OC Fair shall an employee or sub-contractor employee be permitted to work in an area or perform any task which may jeopardize public safety or perceived to jeopardize public safety. All information obtained on carnival employees will be shared with 32nd DAA management upon request. The contractor will supply all employees with proper identification which must be worn at all times in a visible location. Lanyard use must be "tear away" style.

13. Inspection and Maintenance

- a. Maintenance procedures for carnival grounds, equipment and attractions shall be established to include routine Contractor inspection by supervising personnel with such frequency to ensure no unsightly conditions (e.g., litter, trash accumulation, marred surfaces of any kind on Contractor or 32nd DAA property within the Carnival Area) will exist without attempt to correct the problem within a reasonable period of time. Reasonable time must be defined according to the severity of the condition. Contractor will maintain clean, attractive, brightly lit rides, games and concessions. Contractor will provide ride maintenance and safety reports to the OC Fair upon request.
- b. Contractor is responsible for providing all temporary plumbing in carnival areas that is required.

14. Fair Inspection

32nd DAA Management and/or their designee may perform the following monitoring and inspection activities:

EXHIBIT A – SCOPE OF WORK
Page 10 of 11

- a. The 32nd DAA may elect to perform carnival ride and equipment safety inspections at any time the 32nd DAA deems appropriate.
- b. 32nd DAA may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by 32nd DAA in its sole discretion, safety inspections will include the inspection of any books and records of the contractor. Any remedial work requested by the 32nd DAA as a result of a safety inspection must be satisfactorily completed by contractor as a prerequisite to the operation or further operation of the affected carnival ride or equipment. Neither the right to perform safety inspections nor the performance of safety inspections shall impose any responsibility on the 32nd DAA regarding the condition of the carnival rides nor the equipment operated by the contractor, or relieves the contractor from responsibility for insuring that all carnival rides and equipment are safe and in good working order.

15. Taxes, Insurance, Licenses and Permits

- a. All insurance, licenses and permits which are required under the contract documents or for placement on the "CFSA Carnival Master Insurance List", or by local law or ordinance must be current and valid at all times during the performance of the contract. All rides, games and concessions which contractor proposes to operate on the 32nd DAA's premises must be properly licensed and/or permitted prior to carnival operations.
- b. Contractor agrees to pay all lawful licenses, taxes, assessments or charges which, at any time, may be levied upon any interest in this contract. It is understood that this contract may create a possessory interest subject to the payment of property taxes levied on such interest. Contractor shall be responsible for paying possessory interest tax to Orange County annually.

16. Costs Charged to Contractor

The following items are costs incurred by the 32nd DAA and will be charged to the Contractor:

- a. Any gas/fuel used for golf/utility carts, generators, etc.

17. Carnival Area Layout

At least 60 days prior to the start of each OC Fair, Contractor shall present a diagram showing the layout and description of rides, games, concessions, sales booths and cashless transaction locations. The rides, games, concessions, sales booths and cashless transaction locations are to be numbered in such a manner to assist security, law enforcement, first aid and other emergency services in finding a particular ride, game or concession and location.

18. Special Attractions

The 32nd DAA contracts on a regular basis with a number of "special attractions" outside the confines of the Carnival Area. Contractor will neither be responsible for nor share in the proceeds of any 32nd DAA contracted "special attractions" located outside the Carnival Area. Contractor may not book "special attractions" within the carnival area.

19. Capital Improvements

60 days after the contract is signed and fully executed, and annually thereafter on February 15th of each year, Contractor will pay the 32nd DAA \$100,000, or a greater amount as proposed by the Contractor in the proposal, for the purpose of providing improvements to the Carnival Area or other areas that may be mutually agreed to by both parties. The 32nd DAA and Contractor shall meet at least annually, at a time and place to be mutually determined, to discuss the use of capital improvement monies. The 32nd DAA shall have sole and absolute final discretion as to the expenditure of such monies.

EXHIBIT A – SCOPE OF WORK

Page 11 of 11

20. Customer Service Program

Contractor shall provide and maintain a comprehensive customer service program including, but not limited to, a customer service booth or trailer in the Adult Midway and Kiddie Land, a minimum of two (2) for the purpose of answering questions and resolving guest issues with rides, games, concessions and the electronic ticketing and redemption system. These customer service locations must be staffed with trained personnel familiar with all policies and procedures regarding customer service matters. The contractor is to provide training and orientation for all employees and sub-contractor employees regarding carnival operation and matters regarding the OC Fair. Customer service reports to be provided to the 32nd DAA throughout the operation of the Fair upon request. Additionally, contractor will provide rest areas with covered seat areas, benches and other comforts. Contractor will provide a beautification program to include banners, flags and landscaping.

21. Damages

Contractor is responsible for damages and the cost of repairs to the facility within the footprint of the carnival if damages are caused by the contractor or sub-contractors.

22. Tear Down

Contractor to leave carnival spaces in as good of shape as they were upon move in - free of trash, debris, grease, etc.

23. Prohibited Uses in Carnival

Contractor will not rent lease or loan space to any vendor, merchant or contractor that is not directly related to the operation of the Carnival on any areas of the OC Fairgrounds. The 32nd DAA may request space be provided if available.

24. Responsibilities of the 32nd DAA

- a. Provide Camping at 2021 levels
- b. Perimeter fencing and screening
- c. Independent ride safety inspector(s)
- d. Trash collection and hauling from adult midway and kiddie land
- e. Cart registration
- f. Ticket booth personnel
- g. Security
- h. Law Enforcement

Space is limited at the OC Fair for storage and back of house related equipment and operations. The contractor will maintain their back of house requirements to a minimum and work in cooperation with the OC Fair to find/procure off site storage.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

Page 1 of 5

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

1. As specified in the RFP, page 18, item Q.

Q. Invoices and Payment (if applicable to scope)

To receive payment, the contractor must be awarded a legitimate 32nd DAA purchase order or contract. The contract and associated forms must be properly executed, signed and counter signed, evidence of required insurance must be provided and the service(s) rendered and or the deliverable(s) provided as per the terms and conditions of the contract. The Contractor must then submit an Invoice(s), all invoices must contain Contractor's invoice number, 32nd DAA issued Purchase Order (PO) number or Contract Number, a detailed description of the services or deliverables rendered, quantities, pricing, taxes and other costs or fees. In some cases, approvals and or acceptance by 32nd DAA personnel may also be required. Contractor shall send invoices and all supporting documentation to:

32nd District Agricultural Association
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Upon contract award and throughout the duration of the contract, the Contractor shall work with the 32nd DAA to ensure the contract and invoicing requirements are continually met. Failure to properly complete, execute or submit any documents or requirements described above will prevent or delay payment. It is the Contractor's responsibility to ensure all contract and invoicing requirements are met. Payments to the Contractor will be made by the 32nd DAA per the payment terms of the contract or within 45 days upon satisfactory receipt of proper invoice.

For the purposes of this contract, amounts due between the 32nd DAA and the Contractor will be handled via wire on a schedule to be negotiated between the Chief Financial Officers of each party.

2. As Specified on page 27, number 7, Electronic Ticketing and Redemption

A. Ticket handling responsibility and procedures:

The 32nd DAA uses an on-line ticket system and shall sell Pay One Price (POP) pre-sale tickets as well as other electronic tickets through the site. A complete accounting of all POP and other tickets sold on-line shall be made available to the Contractor at the conclusion of the Fair, prior to final settlement.

All credentials including POP wristbands to be provided by and at the expense of the contractor.

No credit will be given for any credit card fraud that may occur. Any dollars lost on sales due to credit card fraud will not be deducted from the final amount.

Approximately \$1.2M worth of breakage was sold in 2021 (double any typical previous year). The 2021 tickets will be honored by the Contractor. As the 32nd DAA is paid on the carnival gross, subsequent year's breakage will be paid to the 32nd DAA at the contractual percentage.

Carnival ticket selling staff will be provided by the 32nd DAA. All revenues (cash and credit) will be deposited into the 32nd DAA's bank account. The Contractor and 32nd DAA will split the cost on all credit card fees 50/50 at the final settlement. The 32nd DAA will audit the sales using the reports provided by the electronic ticketing and redemption system.

Settlement to occur weekly during the Fair. Final settlement will occur within two (2) days after the Fair closes.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

Page 2 of 5

The Contractor shall provide (or make available) live access to electronic ticketing and redemption system reports and all supporting documentation such as carnival electronic “ticket” manifest and daily electronic “ticket” sales report to the 32nd DAA to ensure accountability over the carnival revenues. The 32nd DAA reserves the right to review these records for accuracy and will employ auditors to do so. Furthermore, the Contractor shall be available after the Fair to meet with the 32nd DAA to reconcile the carnival sales and complete the final settlement.

3. As Specified on page 30, items 16, Cost Charged to Contractor

The following items are costs incurred by the 32nd DAA and will be charged to the Contractor:

- a. Any gas/fuel used for golf/utility carts, generators, etc.

4. As specified on page 30, item 19, Capital Improvements

60 days after the contract is signed and fully executed, and annually thereafter on February 15th of each year, Contractor will pay the 32nd DAA \$100,000, or a greater amount as proposed by the Contractor in the proposal, for the purpose of providing improvements to the Carnival Area or other areas that may be mutually agreed to by both parties. The 32nd DAA and Contractor shall meet at least annually, at a time and place to be mutually determined, to discuss the use of capital improvement monies. The 32nd DAA shall have sole and absolute final discretion as to the expenditure of such monies.

5. The Contractor to pay the District based on the following:

Contract Years 2/1/2022 - 1/31/2027

2022

Annual Ride Gross 2022	35% of Gross
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Annual Game Gross 2022	25% of Gross
-----------------------------------	-------------------------

Capital Improvement 2022
\$100,000

2023

Annual Ride Gross 2023	35% of Gross
-----------------------------------	-------------------------

Annual Game Gross 2023	25% of Gross
-----------------------------------	-------------------------

Capital Improvement 2023
\$100,000

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS
Page 3 of 5

2024

Annual Ride Gross 2024	35% of Gross
---------------------------	-----------------

Annual Game Gross 2024	25% of Gross
---------------------------	-----------------

Capital Improvement 2024
\$100,000

2025

Annual Ride Gross 2025	35% of Gross
---------------------------	-----------------

Annual Game Gross 2025	25% of Gross
---------------------------	-----------------

Capital Improvement 2025
\$100,000

2026

Annual Ride Gross 2026	35% of Gross
---------------------------	-----------------

Annual Game Gross 2026	25% of Gross
---------------------------	-----------------

Capital Improvement 2026
\$100,000

Total Capital Improvement For all Five Years
\$500,000

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS
Page 4 of 5

Option Years 2/1/2027-1/31/2032

2027

Annual Ride Gross 2022	35% of Gross
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Annual Game Gross 2022	25% of Gross
---------------------------	-----------------

Capital Improvement 2022
\$100,000

2028

Annual Ride Gross 2023	35% of Gross
---------------------------	-----------------

Annual Game Gross 2023	25% of Gross
---------------------------	-----------------

Capital Improvement 2023
\$100,000

2029

Annual Ride Gross 2024	35% of Gross
---------------------------	-----------------

Annual Game Gross 2024	25% of Gross
---------------------------	-----------------

Capital Improvement 2024
\$100,000

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

Page 5 of 5

2030

Annual Ride Gross 2025	35% of Gross
-----------------------------------	-------------------------

Annual Game Gross 2025	25% of Gross
-----------------------------------	-------------------------

Capital Improvement 2025
\$100,000

2031

Annual Ride Gross 2026	35% of Gross
-----------------------------------	-------------------------

Annual Game Gross 2026	25% of Gross
-----------------------------------	-------------------------

Capital Improvement 2026
\$100,000

Total Capital Improvement For all Five Years
\$500,000

-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

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

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

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

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

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
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 OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

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

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

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

EXHIBIT H – ADDITIONAL CONTRACT TERMS & CONDITIONS

Page 2 of 5

8. SUPPLIERS

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

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

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

EXHIBIT H – ADDITIONAL CONTRACT TERMS & CONDITIONS

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

EXHIBIT H – ADDITIONAL CONTRACT TERMS & CONDITIONS

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.

EXHIBIT H – ADDITIONAL CONTRACT TERMS & CONDITIONS

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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-

EXHIBIT J – ADDENDUM

Page 1 of 1

November 12, 2021

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: Addendum #1, RFP # C-02-21

The purpose of this addendum is to revise the components of the Request for Proposal (RFP) for the Master Carnival Operator for The OC Fair Midways. All terms and conditions of the original RFP remain unchanged.

Document to be revised as follows:

1. RFP, Exhibit D, Sample Standard Agreement:

Remove: Exhibit E of Sample Standard Agreement, Insurance Requirements

Replace: New Exhibit E, Insurance Requirements. See attachment.

This will be incorporated as part of the contract. All other terms and deadlines remain unchanged.

All bidders to comply with the Addenda (Addendum) requirements of the RFP, page 7, 2.6. Changes To The RFP (Addenda), *“Written acknowledgment of receipt of all addenda must be noted on the Financial Form in the space provided.”*

Thank you.

-End Exhibit J-