



32ND DISTRICT AGRICULTURAL ASSOCIATION (32nd DAA)
OC Fair & Event Center (OCFEC)

REQUEST FOR PROPOSAL (RFP)

RFP No.C-02-21

OC Fair & Event Center
88 Fair Drive
Costa Mesa, California 92626

RFP SCORING METHOD: SECONDARY METHOD (HIGH SCORE)
DGS Contracting Manual, Volume 1, Section 5.25

Master Carnival Operator
for
The OC Fair Midways

Contact Person: Kelly Vu, Contracts Supervisor
Telephone: (714) 708-1719
Email: RFP@ocfair.com

This is the only authorized person designated by the State to receive communications concerning this RFP. **Please do not attempt to contact any other Staff or Board Member concerning this RFP.** Oral communication with fair officers and employees concerning this RFP shall not be binding on the 32nd DAA, shall not be considered by the 32nd DAA in reviewing or scoring a response to this RFP, and shall in no way excuse the Proposer of the obligations set forth in this RFP. **Bidders should include the RFP Number referenced in the subject line of all emails sent to RFP@ocfair.com**

Prospective bidders to send email request to RFP@ocfair.com to receive notification/communication

Date Issued: October 18, 2021

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Attachments:

Forms

Notice of Proposed Award
Proposer/Contractor Status Form
Certificate re California Government Code 1090 Disclosure of Interests Form
Master Carnival Operator Declaration Form
Subcontractor's Declaration Form
Financial Proposal Form

Exhibits

- A.** Adult Rides and Amusements List
- A-1.** Children Rides and Amusements List
- A-2.** Carnival Games List
- A-3.** Food and Beverage Concessions List
- A-4.** Additional Equipment to be Provided List
- B.** Status of Current and Past Experience (Carnival Operations)
- C.** Status of Current and Past Experience (Electronic Ticketing/Redemption System)
- D.** Sample Standard Agreement
- E.** 2019 Aerial Photos and Plot Plans
- F.** 32nd DAA Environmental Policy
- G.** 2021 Rules & Regulations Handbook
- H.** Policies & Procedures

SECTION 1.0

DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP	Request for Proposal (Secondary Method)
Bidder/Proposer/ Contractor	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
State or 32nd DAA	Refers to the 32nd District Agricultural Association, a California state institution, which operates and administers the OC Fair & Event Center/OC Fair; the 32nd District Agricultural Association is not a local government agency.
Fair	Refers to the 32nd DAA's annual summer fair, also known as the OC Fair.
F & E	Refers to the Branch of Fairs and Expositions, which is a branch of the California Department of Food and Agriculture, an agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at: 1220 N Street, Suite 315 Sacramento, CA 95814
DGS	Refers to the Department of General Services, State of California, located at: 707 3rd Street, 2 nd Floor Sacramento, CA 95605 Attention: Legal Office
Committee	Evaluation and selection committee chosen by the 32nd DAA to review, evaluate and score proposals received in response to the Request for Proposal.
Proposal	Refers generally to a proposal submitted by a Proposer to the 32nd DAA in response to this RFP.
Responsive	Proposals that are timely and meet the requirements of this RFP will be considered "responsive."
Technical Section	The experience and qualifications, technical presentation, proposed personnel and/or management and work plan portion of the proposal.
Financial Section	The cost/price portion of the proposal, as detailed in the "Financial Proposal" form.

1.2 TENTATIVE RFP SCHEDULE

	<u>DATE</u>	<u>TIME</u>
RFP Release Date	October 18, 2021	
Written Requests for Additional Information are due	November 5, 2021	5:00pm
Answers Sent to All Bidders via Email	November 12, 2021	
Final Date for Proposal Submission at the 32nd DAA's Contracts Department located in the 32nd DAA Administration Building	December 10, 2021	11:00am
Technical proposals will be reviewed and evaluated the week of This includes but is not limited to the verification of the Proposer's Small Business Status, DVBE requirements (if applicable) and submitted references	December 13, 2021	
Interview/Presentations conducted in person or via Zoom if required are anticipated the weeks of	December 13 & 20, 2021	
Anticipated date Financial Proposals will be opened for review and evaluation	December 22, 2021	
Notice of Proposed Award	December 23, 2021	
Last Day to Protest Award	December 31, 2021	5:00pm
Proposed Contract Award Submitted to the 32nd DAA Board of Directors for Approval	January 27, 2022	
Proposed Contract Commences	February 1, 2022	

The 32nd DAA may, at its sole and absolute discretion, reject any proposal, all proposals, or any part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in proposals or this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the 32nd DAA.

(All above dates and times are subject to change.)

SECTION 2.0

GENERAL INFORMATION **PROPOSAL INSTRUCTIONS AND PROVISIONS**

This RFP was the result of significant consideration by the 32nd DAA, including the Board of Directors Finance & Audit Committee.

The 32nd DAA is releasing this RFP with the intent to award a single contract to an individual or company for the purpose of professionally and efficiently providing and operating 100% of all rides, games and food currently in its Adult and Kiddie Land midway areas (Midway) during the OC Fair. This single operator (Master Operator) shall provide the latest and most popular midway rides, games and food and beverage concessions, but it will also provide all related equipment including, for example, a fully proven and operational electronic ticket or redemption system with an operational iOS and Android-based mobile phone app, contactless payment ability, ticket booths, rest areas, benches and plant material, umbrellas and full-time personnel trained and experienced in management, safety, marketing, public relations and promotions, etc. The anticipated Fair Dates (subject to Board approval) for the 2022 OC Fair are July 15 – August 14. Future year's dates are TBD, however are typically mid-July to mid-August. The contract term shall be for five (5) years with one (1) five (5) year option to renew, at the sole and absolute discretion of the 32nd DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 32nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

While the current pandemic is creating some uncertainty around the OC Fair in 2022, the 32nd DAA is confident in its ability to present the annual OC Fair with a carnival component. It is the intent of the 32nd DAA to work with the winning proposer on presenting a carnival midway in accordance with all public health guidelines.

The 32nd DAA may, at its sole and absolute discretion, reject any or all of the proposals in part or whole; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in this RFP at any time during the process.

Any contract resulting from this RFP will be awarded to the responsive, responsible, qualified Proposer(s) whose proposal(s), as determined by the 32nd DAA, best meets the requirements set forth in this RFP including the Statement/Scope of Work to be performed and the Format and Content of Proposals. The 32nd DAA will use a Secondary Method scoring process, as explained in the DGS Contracting Manual, Volume 1, at Section 5.25, et seq., whereby proposals include, and are scored on, both a financial and qualitative component, and the notice of intent to award is based on the highest total score, which includes the sum of the score for the financial component and for the qualitative component. Considerations on the qualitative component may include, but are not necessarily limited to: experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based on a consideration of a combination of technical (qualitative component) and price factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 32nd DAA.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

The OC Fair & Event Center (OCFEC) is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association (32nd DAA), a California state institution. The OCFEC is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The OCFEC is used throughout the year for both public and private events, and educational and community activities. The OCFEC hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

The OCFEC features 157,000 square feet of unique event space including 17 exhibit buildings, meeting rooms and outdoor spaces – all available for rent throughout the year.

The property includes Centennial Farm, a three-acre working farm which educates the public, including over 100,000 school children through field trips, on the importance of agriculture in our daily lives. Centennial Farm features farm animals, California specialty crops and the “Table of Dignity” memorial honoring the work of Orange County agricultural workers.

Heroes Hall, located at the OCFEC, is a permanent museum and education center honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation. In addition an A4M Skyhawk aircraft compliments the Heroes Hall foot print.

The OCFEC is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Sunday (times may vary). Attendance at the OC Fair has exceeded 1.3 million guests for several years.

The Pacific Amphitheatre is used periodically throughout the year for live performances and events, and is home to a 23-day concert series during the annual OC Fair featuring headline musical acts and comedian performances. In recent years, the 23-day concert schedule has also included additional concerts before and after the annual OC Fair. The Pacific Amphitheatre has also been the host venue for the Pacific Symphony’s summer concert series.

Imaginology takes place annually in April over a three-day weekend. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture and creative arts are available to give participants a glimpse of future career paths. Imaginology attracts over 35,000 guests per year.

OCFEC also features an additional program for the public that is independently operated. The Equestrian Center includes barns, riding arenas and other facilities supporting the equine community, and is used by private boarders and trainers. Members of the public are welcome to visit.

The following page five (5) outlines the most recent five (5) years of typical OC Fair history.

DATES OF FAIR OPERATION

Year	Month/Dates	Days of Operation
2015	July 17 - August 16	23
2016	July 15 - August 14	23
2017	July 14 - August 13	23
2018	July 13 - August 12	23
2019	July 12 - August 11	23

GENERAL FAIR HOURS OF OPERATION (subject to change)

The Adult Midway and Kiddie Land will open per the mutually agreed upon schedule at the same time the annual OC Fair opens each day. Ticket booths and carnival areas will close subject to mutual agreement and coordination each day.

Days	2019 Dates	Fair Hours	Adult Midway Hours	Kiddie Land Hours
Friday(s)	July 12,19,26 August 2,9	Noon - Midnight	Noon - Midnight	Noon - Midnight
Saturday(s)	July 13,20,27 August 3,10	11am - Midnight	11am - Midnight	11am - Midnight
Sunday(s)	July 14,21,28 August 4,11	11am - Midnight	11am - Midnight	11am - Midnight
Wednesday(s)	July 7,24,31 August 7	Noon - Midnight	Noon - Midnight	Noon - Midnight
Thursday(s)	July 18,25 August 1,8	Noon - Midnight	Noon - Midnight	Noon - Midnight

Unlimited Ride Wristbands and Ride Promotion (2019)

Wednesday, Thursday	\$35 Unlimited Ride Wristband, Ride until 8pm, Sold until 5pm Includes 2 free games and 1 ride on the Titan, all other rides are unlimited.
Sunday	\$35 Ride Wristband, Ride until 4pm, Sold until 1pm, Includes 1 ride on the Titan, all other rides are unlimited.
Half off Saturday & Sunday	11am - 1pm, Rides are half off (half the number of tickets)

COMPARATIVE RIDE REVENUE, ATTENDANCE DATA

Description	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019
Attendance	1,301,975	1,344,996	1,334,753	1,470,609	1,393,482
POP Sales	\$1,707,150	\$1,756,680	\$1,732,980	\$2,158,450	\$2,416,190
Total Ride Sales	\$8,345,630	\$9,088,518	\$8,936,137	\$9,877,608	\$10,327,810

Per Cap	\$6.41	\$6.76	\$6.69	\$6.72	\$7.41
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COMPARATIVE GAME REVENUE, ATTENDANCE DATA

Year	Attendance	Total Sales	Per Cap
2015	1,301,975	\$5,968,028	\$4.58
2016	1,344,996	\$6,333,682	\$4.70
2017	1,334,753	\$6,082,559	\$4.68
2018	1,470,609	\$5,882,912	\$4.08
2019	1,393,482	\$6,339,498	\$4.55

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully and familiarize yourself with the fair site and facilities, as the 32nd DAA shall not be responsible for errors and omissions on the part of the Proposer. Also, carefully review all final documents before submission to the 32nd DAA, as the Committee will not interpret or correct detected errors in a Proposer's calculations. The submission of a Proposal shall be conclusive evidence that (i) the Proposer has observed and carefully examined the RFP as to the nature, quality and scope of work to be performed; (ii) the Proposer is capable of performing the type and quality of work identified in the RFP to achieve the 32nd DAA's objectives; and (iii) the Proposer is capable of meeting the administrative compliance requirements in preparation of the proposal.

2.3 RESULTING CONTRACT

If an award is made following the RFP process, any agreement between the successful Proposer(s) and the 32nd DAA is not valid or enforceable unless and until that agreement is approved by the 32nd DAA Board of Directors at a public meeting. The resulting agreement between the 32nd DAA and the successful Proposer(s) shall incorporate the following documents:

- A. The attached sample Standard Agreement; the RFP General Provisions including Contract Terms and Conditions; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements, and any other forms and exhibits set forth in this RFP.
- B. The Scope/Statement of Work and/or Work Requirements set forth in RFP (No.C-02-21).
- C. Addenda to the RFP (No.C-02-21).
- D. The 32nd DAA's response to written questions and clarifications to the RFP (No.C-02-21).
- E. All applicable Policies & Procedures and the 2021 Rules & Regulations Handbook

2.4 INTERVIEWS/PRESENTATIONS

During the evaluation period, the 32nd DAA will schedule interview/presentations; they may be conducted via Zoom if in person meetings are still prohibited. Only those Proposers who meet the requirements set forth in Sections 5.1F and 5.3.4 of this RFP will be invited to provide a Zoom or in person interview/presentation. The 32nd DAA has tentatively identified the weeks of December 13 & 20, 2021 to conduct interviews/presentations. All Proposers are asked to keep these dates available. No other interview/presentation dates will be provided. Therefore, if a Proposer is unable to attend the interview/presentation on these dates, its proposal may be eliminated from further evaluation or scored negatively. The interview/presentation will consist of a short presentation by the Proposer limited to forty-five (45) minutes and the Committee may ask questions related to the Proposer's technical proposal and qualifications. Proposers will not be allowed to ask questions. The presentation must be consistent with the Proposal and it may not in any way modify or add on to the written Proposal. Attempts to use the presentation to change or modify the proposal may disqualify the Proposal and remove it from any further consideration. For Proposers who need assistance attending the Zoom interview/presentation due to a physical impairment, a reasonable accommodation will be provided upon request. Such request must be made to Kelly Vu, by email to: RFP@ocfair.com no later than the close of business on the fifth working day prior to the scheduled date and time of the interview/presentation.

2.5 WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the 32nd DAA, this RFP is complete and without need of explanation. However, if a Proposer has questions, or requires any clarifying or additional information, the Proposer must submit in writing any and all questions or requests for information. Requests must be clearly labeled, "Written Request for Information re RFP No.C-02-21." All requests must provide sufficient information for the 32nd DAA to decide whether to provide any additional or clarifying information based upon the initial submittals. The 32nd DAA's response, if any, will be based upon this information and will be publicly disseminated. Inadequate information will cause Proposer's written request for information to be denied. Written requests for information may be submitted by mail, courier and ***preferably by email to Kelly Vu, RFP@ocfair.com no later than 5:00 pm, November 5, 2021.*** The identity of the Proposer submitting the written request(s) for information will not be revealed. *If requests result in significant changes to the RFP, an addendum will be issued. Additionally – if question/request result in obtaining public record(s) please send your request to cpra@ocfair.com*

2.6 CHANGES TO THE RFP (ADDENDA)

Before a contract award under this RFP, the General Provisions, Statement/Scope of Work, Addenda, and all forms and documents of this RFP constitute the potential contract. Any requests to change any of these documents must be submitted according to the instructions "Written Request for Additional Information." If necessary, the 32nd DAA will modify the RFP before the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished notice of the RFP for bidding purposes. ***There will be no verbal changes. Verbal communications are not binding on the 32nd DAA.***

The effect of all addenda to the RFP shall be considered in each Proposer's proposal, and the addenda shall be made a part of Proposer's proposal, and shall be returned with Proposer's proposal and acknowledgment of addenda.

Important: All Proposers should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP. It is the Proposers responsibility to ascertain and confirm they have received all addenda issued to this RFP before submitting a proposal. Failure to follow any requirements contained in any issued addenda may render the proposal non-responsive and result in its rejection.

Written acknowledgment of receipt of all addenda must be noted on the Financial Form in the space provided.

2.7 CONTACT PERSON FOR INFORMATION AND SUBMISSION OF PROPOSALS

Sealed proposals must be physically received no later than the date and time indicated in this RFP, at 32nd DAA's administrative offices, located at 88 Fair Drive, Costa Mesa, California 92626. Untimely submissions will result in a non-responsive proposal and proposals received after this date and time will not be considered, and will be returned, unopened. **Faxes and emails will not be accepted.** The Proposer is solely responsible for ensuring that the complete proposal is received by the 32nd DAA in accordance with the RFP requirements. The 32nd DAA shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other misdelivery for any reason. Proposals received after this date and time will not be considered, and will be returned, unopened.

Proposals must meet the following format requirements to be deemed responsive and eligible for consideration by the 32nd DAA:

- One sealed package labeled with the Proposer's name, the RFP number and titled "*Technical Proposal*," containing one (1) original and five (5) copies of Proposer's technical submittal including but not limited to: the Proposer's qualifications, references, required certificates and forms, and all other technical requirements required in this RFP.
- One sealed package labeled with the Proposer's name, the RFP number and titled "*Financial Proposal*," containing one (1) original and five (5) copies of the Financial Proposal Form and any other financial or cost information required in this RFP.
- Both sealed packages must be placed in a third package with the Proposer's name on the outside and addressed as follows:

**RFP #C-02-21 Master Carnival Operator for the OC Fair
Kelly Vu – Contracts Supervisor
32nd District Agricultural Association
Administration Building
88 Fair Drive
Costa Mesa, CA 92626**

- Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal or may affect the score of the proposal.
- The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Proposers are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the bid's content. Deviations may affect the score of the proposal.
- The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the Proposer. All additional proposal sets may contain photocopies of the original package.
- Submit 5 copies, marked or identified as "COPY" with the original proposal.

2.8 CONTRACT AWARD

Each Proposer's experience and qualifications, technical approach, quality of proposed personnel, and/or management plan will be evaluated and **scored by the Committee utilizing the scoring process described in Section 5.0**. The financial proposal from each responsive proposal will be opened, small business preference given where applicable, and a score will be calculated. The award selection is based on a consideration of a combination of technical (qualitative component) and price factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 32nd DAA.

If a contract is awarded, it shall be granted to the responsive Proposer with the **highest total scored proposal**. The 32nd DAA will post a Notice of Proposed Award at the 32nd DAA's Contracts office for five (5) working days before a Contract is awarded. In addition, a copy of the Notice of Proposed Award will be emailed to each Proposer.

A contract award is not final until:

- the time for protesting the Notice of Proposed Award has expired, and/or;
- protests filed, if any, have been withdrawn or rejected by DGS; and
- the proposed award has been approved by the 32nd DAA Board of Directors at a duly noticed public meeting; and

The 32nd DAA reserves the right to reject any or all proposals for any reason or no reason, to make and award without any pre-proposal conference, discussions or interviews, to request additional information, and to negotiate any minor or substantive details, terms or conditions.

The 32nd DAA reserves the right to require confirmation of information furnished by any Proposer, or for the Proposer to provide additional evidence of qualifications to perform the work, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals. Failure to provide this additional evidence may result in the rejection of the proposal and its removal from further consideration.

Proposals received by the 32nd DAA are considered public information, and will be made available upon request after the 32nd DAA issues a notice of intent to award.

Proposals submitted are not to be copyrighted.

The 32nd DAA reserves the right to modify the RFP process or schedule and postpone proposal openings for its own convenience via a written addendum.

The 32nd DAA may, at its sole and absolute discretion, reject any proposal, all proposals, or any part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in proposals or this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the 32nd DAA.

2.9 SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB (s), see Section 6.2 (pages 41 and 42) of this RFP for instructions regarding documentation to be submitted with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to www.pd.dgs.ca.gov/smbus/getcertified.htm. To receive your hard copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 5 p.m. of the proposal due date. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:

Office of Small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605

2.10 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. Failure to comply with this requirement may deem the Proposer non-responsive or the score of the proposal may be affected. The 32nd DAA reserves the right to verify the information on the Proposer/Contractor Status Form. **If the Proposer is a corporation, the form must include the title of the person signing the form (i.e., corporate officer status), and a copy of the corporate resolution authorizing the signing of the form must be attached.** If the Proposer is a partnership, the signing partner must indicate whether that partner is a limited or general partner.

2.11 DVBE REQUIREMENTS - FOR CONTRACTS TOTALING OVER \$10,000

The 32nd DAA elects to waive both the DVBE program requirement and incentive for this solicitation. No DVBE requirement is made for this solicitation.

2.12 INSURANCE

A copy of Proposers current insurance certificate must be included with their proposal. The Proposer awarded the contract shall provide an original Certificate of Insurance including **\$5,000,000.00** in **commercial general liability, evidence of automobile liability coverage**, and, if Proposer has employees, **Workers' Compensation coverage**, in a form and manner acceptable to the 32nd DAA before the contract is executed pursuant to this RFP.

The certificate must include the following, **unless** the Proposer is on the California Fair Services Authority's (CFSA) *Master Insurance List*.

- Evidence of appropriate insurance coverage for the term of the contract;
- A commitment by the insured to provide a 30-day cancellation notice;
- An endorsement stating this insurance is primary and noncontributory with the 32nd DAA, with name and address shown, listed as certificate holder; and;
- The additional insured endorsement and paragraph in exactly the following words:

"That the State of California, the California Fair Services Authority, the 32nd District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sub lessor 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."

- The Proposer awarded the contract must provide proof of Workers' Compensation Insurance as required by law.
- The Proposer's insurance coverages, as required under this Section, **must include** coverage for the duration of the Agreement resulting from the RFP process and **must include "all risks"** insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the OCFEC. Such insurance shall include the personal property of its employees and agents. The Proposer awarded the contract shall require the same coverages for all subsidiaries, employees, agents and subcontractors. The personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

NOTE: If the Proposer is not on the California Fair Services Authority's (CFSA) *Master Insurance List* and fails to include a copy of Proposer's current insurance certificate confirming all coverages identified above in this Section 2.12, the 32nd DAA shall provide written notice of this failure to Proposer. If Proposer fails to provide a copy of Proposer's current insurance certificate confirming all coverages identified above in this Section 2.12, within 2 business days of receipt of the Failure Notice, the 32nd DAA will reject the proposal.

2.13 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No.C-02-21 (2) submission of said proposal to the 32nd DAA; (3) negotiating any matter related to this proposal; and (4) any other expenses incurred by Proposer prior to date of award.

The 32nd DAA shall not, under any circumstance whatsoever, be liable for any expenses incurred by any Proposer before the execution of a contract resulting from this solicitation. Proposer shall not include any such expenses as part of the price as proposed in response to this RFP.

2.14 SIGNATURE

The Proposal Forms, Certifications, Letters and all Documents **must be signed** with the Proposer's name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent.

2.15 PRE-AWARD AUDIT

Prior to contract award, the selected Proposer may be required to undergo an audit of its financial proposal. The 32nd DAA will conduct the audit for the purpose of determining whether the Proposer's financial proposal results in pricing that is fair and reasonable.

2.16 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the 32nd DAA to be acceptable, additional detailed costs or financial data may be requested of the single Proposer. A cost or financial analysis, possibly including an audit, may be performed by or for the 32nd DAA of the financial proposal in order to determine if the proposal is fair and reasonable. The Proposer expressly agrees to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Financial Proposal. It is conducted by the 32nd DAA to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the operational effort, and whether costs are allowable, allocable and reasonable. Any such analyses, including the results from that analysis, shall not obligate the 32nd DAA to accept such a single proposal; and the 32nd DAA may reject such proposal in its sole and absolute discretion.

2.17 JOINT OFFERS

Where two Proposers elect to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

2.18 TAXES

Financial Proposals are subject to state and local sales taxes. However, the 32nd DAA is exempt from the payment of federal excise taxes.

2.19 NONASSIGNMENT

Any attempt by the Proposer, including any of Proposer's subcontractors, to assign, subcontract, or transfer all or any part of the agreement resulting from this RFP in any manner whatsoever shall be void and unenforceable without the 32nd DAA's prior written consent; which consent may be granted or withheld in the 32nd DAA's sole and absolute discretion. Assignment shall include a sale or any transfer of more than 50% of any corporate stock. Any such consent shall not relieve the Proposer from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

2.20 LOSS LEADER

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code.

2.21 UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in the 32nd DAA's opinion is necessary to successfully accomplish the statement of work or technical specifications, the 32nd DAA will initiate a contract amendment to add time, deliverables or tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rates will apply to any additional work.

2.22 CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by the 32nd DAA with the successful Proposer will include, the following provision:

“Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor’s obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the 32nd DAA and to provide any necessary and appropriate information requested by the 32nd DAA or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor’s obligations pursuant to this Agreement. Contractor may not employ any 32nd DAA director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the 32nd DAA have any financial interest in this Agreement that would violate California Government Code Section 1090, et seq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and Contractor will not be entitled to any compensation for Contractor’s performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the 32nd DAA for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the 32nd DAA reserves all its rights and remedies at law and in equity concerning any such violations.”

Prospective Proposers are strongly encouraged to document in writing to the Contact Person identified on the cover of this RFP any known, suspected or potential conflict of interest with a 32nd DAA director, official, officer or employee and or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related, in or involving this procurement or resulting agreement. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the 32nd DAA.

2.23 STANDARD CONTRACT TERMS AND CONDITIONS

In addition to the “Statement/Scope of Work” in Section 3.0, the following terms and conditions shall become part of the contract awarded to the successful Proposer. These terms and conditions are required by the 32nd DAA and are non-negotiable.

A. Approval

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the 32nd DAA Board of Directors. Contractor may not commence performance until such approval has been obtained.

B. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, the 32nd District Agricultural Association aka OC Fair & Event Center, and their respective agents, directors, and employees (collectively the “State”) 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 this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

C. 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 32nd DAA. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

D. Site Access

The 32nd DAA will allow Contractor access to the 32nd DAA's property as needed to perform. As access is required during the annual OC Fair or throughout the year, the 32nd DAA will provide necessary admission and parking credentials for the employees performing work and/or in service of the contract.

E. Contractor's Vehicles, Equipment and Materials

All vehicles, equipment and materials required to perform shall be provided by the Contractor. All vehicles, equipment and materials when appropriate, will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and clean in appearance at all times. Vehicles and Equipment shall be maintained in safe proper operating condition with all guards in place. No equipment shall be left unattended. The 32nd DAA will not be held responsible for lost, damaged or stolen vehicles and equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on 32nd DAA property. If the Contractor finds it necessary to provide utility cart(s) for employee(s), to facilitate or complete the Scope of Work, the carts must be approved in advance by the 32nd DAA for use through the permit process. 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.

The security of all Contractor vehicles, equipment and materials is the responsibility of the Contractor. As much as possible, they should be secured by the contractor to prevent theft or damage. While the 32nd DAA provides onsite security personnel, the equipment brought on 32nd DAA property by the Contractor is at the risk of the Contractor. The 32nd DAA does not take responsibility for loss, theft, damage, vandalism or act of nature to Contractors vehicles, equipment or materials.

F. Subcontracting

Subcontracting of efforts involving labor, materials and/or services described in the statement of work or specification are only allowed in the manner described in the statement of work or specification. Subcontracting is not allowed without clearly identifying the subcontractor(s) and the work, task, labor or deliverable they are performing in the proposal or bid. All subcontractors may be subject to the same terms and conditions as the Contractor under this Agreement.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the 32nd DAA and any subcontractors, and no subcontract shall relieve the Contractor of responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the 32nd DAA 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 is an independent obligation from the 32nd DAA's obligation to make payments to the Contractor. As a result, the 32nd DAA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

G. Travel, Transportation and Accommodations

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations needed to perform services/work or deliverables described in the statement of work or specification.

H. Appearance, Conduct or Demeanor

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times. Contractor understands and agrees that 32nd DAA management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct or demeanor may be unacceptable to the 32nd DAA, if it is determined that such appearance, conduct or demeanor is detrimental to 32nd DAA's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by 32nd DAA management regarding these matters shall be final. Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter any ticket, admission, permit or license issued by the 32nd DAA to Contractor or its employees.

I. Nonexclusive

Contractor understands and agrees that this is a nonexclusive Agreement. The 32nd DAA may hire other contractors for work of a similar or identical nature.

J. Insurance Requirements

Certificate(s) of Insurance and any Additional Insured Endorsements for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the 32nd DAA and CFSA. Additionally, the Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

Primary Coverage: It is the intent of the parties that Contractor's insurance coverage shall be primary and noncontributory and that any separate coverage available to the State of California, 32nd District Agricultural Association and other additional insured(s) shall be secondary.

General Liability Insurance: Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of **five million dollars (\$5,000,000)** combined single-limit commercial general liability insurance covering the Contractor, its employees, agents and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph B above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included in the general liability certificate:

"That the State of California, the California Fair Services Authority, the 32nd District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sub lessor 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."

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, showing the State of California, the 32nd District Agricultural Association, the OC Fair & Event Center, and their agents, directors, officers, servants, and employees are made additional insured on Contractor's general liability policy, and automobile liability policy.

Automobile Liability Insurance: Contractor shall secure and maintain at its own expense during the Term of this Agreement, Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks or other licensed vehicles) on the Premises or any portion of the fairgrounds.

Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement, Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of **one million dollars (\$1,000,000) with a waiver of subrogation**, with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

All Risks Insurance: Contractor shall secure and maintain at its own expense during the term of the Agreement, adequate "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located at or on the OCFEC. Such insurance shall include the personal property of its employees and agents. During the term of the Agreement, Contractor shall require the same coverage for all subsidiaries, employees, agents and subcontractors. Such personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year. If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such

insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to 32nd DAA; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)" shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor's Responsibility: In no event is the 32nd DAA responsible for the payment of premiums or deductibles of any required coverages. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the 32nd DAA from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor's indemnity obligations.

Certified Copies of Policies: Upon request by the 32nd DAA, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

K. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the 32nd DAA a copy of your business license or incorporation papers issued by that state showing that your company is in good standing in that state. In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide 32nd DAA a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the 32nd DAA may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

L. Fire Regulations

Contractor agrees to observe and comply with all fire regulations as prescribed by the California State Fire Marshal.

M. Evaluation of Contractor Performance

Contractor will be evaluated on their performance and deliverables, 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 interests of the 32nd DAA and its customers. Contractor shall work with the 32nd DAA's staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the 32nd DAA. Poor performance may cause a Contractor to be disqualified from potential future contracting opportunities.

N. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor and the 32nd DAA's Contracts Manager, or other person normally responsible for the administration of this contract, shall be brought to the attention of the 32nd DAA's Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

In the event of such an informally unresolved dispute, Contractor shall file a "Notice of Dispute" with the 32nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of the 32nd DAA's Chief Executive Officer shall be final.

O. Conflict in Terms & Conditions

Where the terms of this Agreement or the 32nd DAA's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in the 32nd DAA's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

P. Termination/Force Majeure

The 32nd DAA reserves the sole and exclusive right to terminate this Agreement, at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) calendar days prior to the date when such termination shall become effective. Such termination shall relieve the 32nd DAA of any further payments, obligations, and/or performances required in the terms of the contract.

If by any reason the 32nd DAA is unable to perform their obligations in connection with the Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of 32nd DAA property, or other buildings or facilities on the 32nd DAA's property or other cause not reasonably within the 32nd DAA's control and which renders the 32nd DAA's obligations under this agreement impossible, infeasible, or unsafe in any way or any event then, the 32nd DAA may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

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.

R. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The 32nd DAA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

S. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

T. Contract Amendments After Award

As provided in the Public Contract Code governing contracts awarded by competitive solicitation, the State/32nd DAA reserves the right to amend the Contract after the State/32nd DAA makes a Contract award, including but not limited to, Public Contract Code 10250-10252.

U. Ban

1. The mass release of helium balloons is strictly prohibited.
2. Contractor and its employees and subcontractors are barred from soliciting tips, leaving cash tips on the counter, or placing tip jars out including anywhere on the 32nd DAA premises or facilities.
3. Stickers/decals of any kind on any surfaces, walls, ground, etc. for any purpose without written consent from 32nd DAA management.

V. Drones

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the 32nd DAA is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the 32nd DAA and adherence to the policy and procedures of the 32nd DAA. This policy applies to all individuals, persons, companies and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors and guests. Permission to stay or remain on 32nd DAA property may, in the discretion of the 32nd DAA, be revoked for any person(s) in violation of this policy.

W. California Franchise Tax Board

Contractor may be subject to California withholding by the Franchise Tax Board and or possessory interest tax.

SECTION 3.0

STATEMENT/SCOPE OF WORK TO BE PERFORMED

This section describes the work to be performed by the Proposer who is awarded the contract and contains the language, terms and conditions that shall be incorporated and will become a part of any contract awarded pursuant to this RFP.

3.01 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
- 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.
 - c. 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.
 - d. Games must be presented in a clean and professional manner with uniform paint and canopy colors.
 - e. 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.

- f. Contractor will provide daily stock reports to the 32nd DAA.
- g. All game play requires payment before each play; charging after play is not permitted.
- h. No free or “bonus” play may be provided as an incentive for customers to play games.
- i. 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”.
- j. “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.
- k. 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.
- l. 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).
- m. Posted game instructions must clearly indicate the size and quality of prizes offered for each win category.
- n. 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.
- o. Prizes that cannot be won must not be displayed.
- p. No conversion charts, score cards, punch boards or the like may be used as part of any game.
- q. 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.
- r. No game of skill owner or operator may touch, grab or in any manner physically restrain any player.
- s. 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.
- t. No obstacles shall be permitted to hinder play by a game player.
- u. All lighting must be protected against breakage, particularly by objects thrown as part of any game play.
- v. All “Basketball” style games will have regulation hoops and regulation balls.
- w. 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 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.
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.

3.02 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.

3.03 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.

3.04 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.
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.

3.05 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.

3.06 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 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.
- 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

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:

- 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.

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.

SECTION 4.0

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

4.1 ERRORS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer shall notify the 32nd DAA of such error in writing before 5:00 p.m. on the date specified in section 1.2 Tentative RFP Schedule, November 5, 2021 addressed to the contact person listed on the cover page of this RFP, and request modification or clarification of this document. Requests for an extension of time outside this timeframe will not be considered.

The written notice of error shall contain a full and complete statement specifying the basis for the notice with reference to the relevant portions of the RFP. Any grounds not raised in the written notice are deemed waived.

Modifications by the 32nd DAA, if any, will be made in writing by way of an addendum issued pursuant to paragraph 4.2 below.

Clarifications by the 32nd DAA, if issued, will be given by written notice to all parties to whom the 32nd DAA had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

4.2 ADDENDA

If necessary, the 32nd DAA will modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished notice of the RFP for proposal purposes.

All Proposers should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.

4.3 DEFINITIONS

The use of “shall,” “must” or “will” indicates an *important* condition in this RFP. Failure to comply with such conditions may, at the sole and absolute discretion of the 32nd DAA, result in the disqualification of a proposal or affect the score of the proposal.

The words “should” or “may” indicate a *desirable* attribute or condition, but are permissive in nature and may affect the score the proposal receives.

4.4 GROUNDS FOR REJECTION OF PROPOSAL

A proposal **shall** be rejected if:

- **Untimely.** If it is received at any time after the exact time and date set for receipt of proposals, as stated in Section 1.2. The Proposer is solely responsible for ensuring that the full proposal package is received by the 32nd DAA in accordance with the solicitation requirements, prior to the date, time and place specified. The 32nd DAA shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
- **Multiple Proposals Submitted.** If the Proposer has submitted multiple proposals in response to this RFP without formally withdrawing other proposals.

A proposal **may** be rejected or the score of a proposal may be affected (at the 32nd DAA's sole and absolute discretion), if;

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. The 32nd DAA may, at its sole and absolute discretion, reject any proposal, all proposals, or part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; reject any item(s), requirement(s), term(s) or condition(s); or waive any irregularities in a proposal or this RFP.
- It contains false or misleading statements or references which do not support attributes or conditions contended by the Proposer. (The Proposal **shall** be rejected if the 32nd DAA determines, in its sole and absolute discretion, that the information was intended to mislead the 32nd DAA in its evaluation of the proposal and the attribute, condition or capability of meeting the requirements of this RFP.)
- **Not Signed.** If the Proposer does not provide a signed cover letter on the letterhead of the Proposer with the statement contained in Section 6.2, verbatim.
- **Requires 32nd DAA to Make Purchases.** If a Proposal requires the 32nd DAA to purchase software, equipment, unused devices, any aspect of the electronic ticketing/redemption system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP.
- **Timed Expiration to Proposal.** If the Proposal is "timed" to expire on a specific date.
- **Insurance Documentation Not Submitted.** If the insurance documents and information are not provided.

4.5 STATES RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE IRREGULARITIES

It is the policy of the 32nd DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the 32nd DAA reserves the right, at its sole and absolute discretion, to reject any or all of the proposals in part or whole; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in this RFP at any time during the process.

4.6 PROTESTS

Only a Proposer may file a protest against the awarding of the contract.

The protest must be filed in writing with the 32nd DAA's Contract Office **and** with the Department of General Services (DGS), as specified below:

Department of General Services
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Attention: Legal Office

32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Business Services Supervisor
88 Fair Drive.
Costa Mesa, CA 92626

The protest **must be received by DGS and the 32nd DAA no later than 5:00 p.m.** on the fifth working day after notice of proposed award was posted. For purposes of this section, “working day” shall mean any day that the 32nd DAA’s and DGS’ offices are open to the public to conduct business. Requests for an extension of time outside this timeframe will not be considered. The written protest must be physically delivered to the 32nd DAA and DGS in hard copy.

The initial protest letter must include the name, address and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant’s representative. The initial protest letter may, but is not required to, contain the information described in the following Paragraph.

IN ADDITION, within five (5) calendar days after filing the initial protest letter, the protestant shall physically file with the 32nd DAA’s Contract Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with the 32nd DAA **and** DGS Legal Office (i) notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the Protester’s protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

4.7 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the 32nd DAA.

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award, or cancellation of the RFP. If an individual or entity requests copies of these documents, the 32nd DAA will assess a fee to cover duplicating costs. Documents may be returned only at the 32nd DAA’s option and at the Proposer’s expense. One (1) original and one (1) copy of each Proposer’s proposal shall be retained for official 32nd DAA files.

4.8 CONFIDENTIALITY OF PROPOSALS

The 32nd DAA will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential.

4.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by the 32nd DAA before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals in Section 1.2 and any prior proposals must be formally withdrawn.

A Proposer cannot withdraw or modify a proposal after the due date and time for receipt of proposals but the Proposer may request in writing that the 32nd DAA withdraw the Proposal from further contention. In addition, a Proposal cannot be “timed” to expire on a specific date. For example, a statement similar to “this proposal and cost estimate are valid for sixty (60) days,” is considered conditional and non-responsive to the RFP, and shall on that basis be rejected.

SECTION 5.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the 32nd DAA's needs as described in this RFP. This section describes the process that the Committee will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may, but is not required to, interview a Proposer for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals, but may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

5.1 EVALUATION AND SELECTION PROCESS (This is not for public review.)

- A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:
- The submittal (receipt) was received by the deadline time and date;
 - The RFP's physical format requirements were met, as determined by the 32nd DAA in its sole and absolute discretion; and
- B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be submitted to the Committee for:
- Review of the Technical Proposal;
 - Review of Proposer's qualifications and experience;
 - Confirm that the information is presented in the format required by the RFP; and
 - Confirm that all required documents are included and correctly executed.
- Proposals that do not present the information in the format required, or provide the required documentation, may be rejected as non-responsive or their score may be affected.**
- C. The 32nd DAA reserves the right to verify any known relevant experience and/or references disclosed or undisclosed in the proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
- D. The Committee will evaluate each proposal that meets the format requirements of Section 5.1, Paragraph B above, and assign points to the technical proposal based on quality and completeness, the Proposer's experience and qualifications, quality of proposed personnel, and/or management plan. To calculate the technical score for each Proposer, the total points of each person on the Committee will be added up for each Proposer and the result divided by the number of people on the Committee.
- E. Review of the technical proposal is conducted by the Committee without influence of price.
- F. The Committee will schedule interview(s)/presentation(s) (Zoom if required) with Proposers that meet the requirements of paragraphs "A" and "B" above. The Proposers will be allowed a forty-five (45) minute presentation that must include a demonstration of Proposer's electronic ticketing/redemption equipment and systems, reporting, and functionality of the mobile iOS and Android-based application. Proposers are encouraged to include staff and subcontractors that Proposer considers important to the presentation. The presentation must be consistent with the Proposal and it may not in any way modify or add to the written Proposal. Attempts to use the

presentation to change or modify the proposal may disqualify the Proposal and remove it from any further consideration. Following the presentation, the Committee may interview the Proposer and ask for clarification of the proposal. Proposers are not allowed to ask questions. Following any interview/presentation(s), the Committee members may decide to re-score proposals based on clarification gained by the interview/presentation.

- G. The “Financial Proposal” of all Proposers will then be opened. The financial score will be added to the technical score to achieve the overall score for each proposer. Certified small business Proposers, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%)
- H. The proposed award will be made to the Proposer with the **highest total score**.
- I. In the event there is a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representatives of the Proposers. In the event there is a tie on the highest score among three or more Proposers, the tie will be broken by the following method, in the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer’s name in a hat; and (3) the Contracts Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be the deemed winning Proposer.
- J. All Proposers will be notified of the results. Notice of the proposed award will be posted for five (5) working days at the 32nd DAA’s Contracts Department. During that period of time, a protest may be filed.

5.2 EVALUATION CRITERIA TO BE REVIEWED AND SCORED IN EACH SUBMITTED PROPOSAL

5.2.1 Technical Proposal Carnival Operations – Quality and Quantity of Rides, Games and Concessions Proposed, Operational and Management Philosophies and Policies, Previous Experience and Qualifications, Proposer’s Ability to Perform, Safety Plan and History (Maximum 60 Points Possible)

5.2.2 Financial Proposal – Percentage of Gross Revenue plus contribution to capital improvement fund. (Maximum 30 Points Possible)

5.3 SCORING PROCESS - CRITERIA & COMPOSITION, DETERMINATION OF POINT TOTALS

Scoring consists of three components, the “Technical Proposal” (the carnival rides, games and concessions operation including an electronic ticketing/redemption system and all other related equipment, management plan, previous experience and qualifications, etc.) with a maximum value of 60 points. Up to an additional 10 points may be assigned through the interview/presentation process. Also the “Financial Proposal”, with a maximum value of 30 points for a combined value of 100 points.

5.3.1 Technical Proposal Carnival Ride, Game, Electronic Ticketing/Redemption, Concession Operations (Maximum 60 Points Possible)

The following describes the evaluation criteria for scoring and composition that will be used to determine point value for the Technical Proposal (carnival ride, game, concession and electronic ticketing/redemption platform operation, etc.). Based upon the information/composition provided in the “Technical Proposal” a point value will be determined by the Committee for each category

described below. The Committee will utilize percentage ratings that will then be translated into the Proposer's point score for the particular component of the proposal being evaluated.

a. Quality and Quantity of Rides, Games, Concessions, and Electronic Ticketing/Redemption System (20 Points)

- Provide descriptions and photographs taken within the three (3) years (2017-2019) of rides, games, concessions and electronic ticketing/redemption system. Please indicate the location and date of each photograph.
- Provide samples of the types of reports generated for fairs from the electronic ticketing/redemption system and electronic inventory system.
- Provide the information to download your iOS or Android supported app for your or your sub-contractor's electronic ticketing system.
- Provide completed Exhibits A, A-1, A-2, A-3 and A-4 listing rides, games, concessions and equipment and ownership of each proposed for this fair.

b. Current Operation/Management Philosophies and Policies (10 Points)

- Provide a copy of personnel manual, training manuals, drug testing policies and procedures and an organizational chart with all key staff involved in managing and supervising rides, games, concessions and electronic ticketing/redemption system identified. The organizational chart must include individual's name, key duties/responsibilities and years of experience.
- Provide copies of public relations policies, procedures for handling of customer complaints, employee hiring practices, games, rides and concession pricing policies, etc.
- Provide a narrative outlining your proposed rest areas and beautification plans for the OC Fair Midway(s).
- Provide a narrative on your sub-contractor philosophies. Include how and who you will be utilizing as sub-contractors in your operation.

c. Past Experience and Previous Performance for the Three (3) Years (2017 – 2019). See Section 3.02 Minimum Experience and Qualifications. This is comprised of two components, Contract Compliance and Financial Experience (15 Points Combined)

Contract Compliance (10 Points)

- Provide three (3) reference letters from three (3) separate fairs/fair managers on the fair's letterhead with whom you held a master carnival contract for the years 2017-2019 and whose attendance was 500,000 or greater at each individual fair.

For example, reference letters should indicate the following:

- Verification of contract between your company and the fair for a master carnival contract.
- Ride, game and concession general appearance.
- Personnel.
- Customer service.
- Safety.

- Provide a list of fair names and their total attendance for which you held a master carnival contract (rides, games and food, etc.) during the three (3) years (2017-2019). Complete Exhibit – B.
- Provide a list of fair names and their total attendance for which you provided an electronic ticketing and redemption system incorporated with the carnival operations contract (rides, games and food, etc.) during the three (3) years (2017-2019). Complete Exhibit – C.

Financial Experience (5 Points)

- Three (3) financial reference letters from three (3) financial references (banks, credit organizations, ride manufacturers, major suppliers, etc.) which the proposer has done business within the three (3) years (2017-2019). Letters should speak to your ability to meet financial obligations to said financial institutions completely and in a timely manner.
- Provide statement indicating whether or not you have any outstanding financial obligations to any fairs.

d. Safety Experience and Qualifications. This is composed of two components, Significant Loss History and Current Safety Policies and Procedures (15 Points Combined)

Significant Loss History/Loss Runs (5 Points)

- Submit a current general liability claims summary or loss run (dated within 60 days prior to proposal deadline) on official form from the insurance carrier, underwriter or broker, showing all losses in excess of \$50,000 incurred by carnival during the last three (3) years (2017-2019). This claims summary should be accompanied by a cover letter from the insurance carrier, underwriter or broker (dated within 60 days prior to proposal deadline) specifying the carrier(s), policy number(s), policy term(s), named insured's and the total number of claims listed on the claims summary. Where appropriate, include a separate discussion of any corrective actions taken following a loss (list date, location and description of each loss or fatality discussed).
- Submit your most recent ride safety report and current general liability claims.

Current Safety Policies and Procedures (10 Points)

- Describe carnival's current ADA and health & safety policies and procedures. Provide a copy of carnival's safety handbook and any other safety related documents that are provided to carnival employees.
- Describe carnival's employee safety training program.
- Describe crisis response and management plan, how employees respond to an emergency, and how management assists in investigation, deals with the media, follows up to incidents and initiates preventative measures to insure no future reoccurrence of emergency.
- Provide a narrative outlining your plans and willingness to address changing pandemic (COVID-19) related adherence to guidelines in the carnival.

5.3.2 TECHNICAL EVALUATION RATING STANDARDS

Based on the information provided by the Proposer in the “Technical Proposal,” the Committee will rate each Proposal using the standards described in the following table. These standards, and their associated percentage ratings, will be translated into the Proposer’s point score, as described above, for the particular component of the proposal being evaluated.

RATING STANDARDS

Ratings	Description
Non-Compliant 0%	Fails to address the component or the Proposer does not describe any experience related to the component.
Poor 1-30%	Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the Proposer’s response or proposed solution.
Fair 31-70%	The response addresses the section adequately, but minor considerations may not be addressed. Acceptable degree of confidence in the Proposer’s response or proposed solution.
Good 71-80%	The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer’s response or proposed solution.
Excellent 81-90%	All considerations of the section are addressed with a high degree of confidence in the Proposer’s response or proposed solution.
Outstanding 91-100%	All considerations of the section are addressed with the highest degree of confidence in the Proposer’s response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

Evaluators will score the Proposals based on percentages for levels of quality. The percentages will then be translated to points based upon the weight for the particular factor. For example, if a Proposer, under the category “Technical Proposal Carnival Ride, Game and Concession Operations, a. Quality and quantity of rides, games, concessions and electronic ticketing/redemption system” (maximum 20 points) is determined to be “Excellent 90%” it will receive 18 points (0.9 x 20). If another Proposer in the same category is “Fair 70%” it will receive 14 points (0.7 x 20).

5.3.3 FINANCIAL PROPOSAL - Cost/Price Component (Maximum 30 Points Possible)

The Proposer is required to share with the 32nd DAA at least **thirty-five (35) percent or greater** of the gross receipts from the operation of carnival rides and at least **twenty-five (25) percent or greater** of the gross receipts from the operation of carnival games. Food concessions will pay **twenty-five (25) percent** of adjusted gross receipts before taxes and will not be considered by the 32nd DAA in scoring the Financial Proposal.

The financial proposal that provides the 32nd DAA the highest percentage of the gross revenue from the carnival rides and games combined with the annual capital improvement funds for all ten (10) contract years 2022 – 2031 (Grand Total Offer), shall receive 30 points. The score for each of the lesser financial proposals shall be determined utilizing the following formula: the next lowest financial proposal being scored will be divided by the highest Grand Total Offer financial proposal and then multiplied by 30 points. For illustrative purposes only, below is a table showing the Financial Proposal scores that would be awarded to three proposers based on the following proposals:

Proposal No. 1 – 32nd DAA receives \$55,000,000.00 Grand Total Offer (all ten contract years)
Proposal No. 2 – 32nd DAA receives \$50,000,000.00 Grand Total Offer (all ten contract years)
Proposal No. 3 – 32nd DAA receives \$46,000,000.00 Grand Total Offer (all ten contract years)

Proposal	Grand Total Offer	Points Awarded	Notes
Proposal No. 1	\$55,000,000.00	30 points	Maximum point value awarded to Proposer that provides highest Grand Total Offer to 32nd DAA
Proposal No. 2	\$50,000,000.00	27.3 points	$(\$50,000,000.00 \div \$55,000,000.00 = .91) \times 30 = 27.3$
Proposal No. 3	\$46,000,000.00	25.1 points	$(\$46,000,000.00 \div \$55,000,000.00 = .84) \times 30 = 25.1$

5.3.4 Phase II Scoring - Additional 10 points

Proponents proposal(s) received, and deemed responsive will be scheduled for an interview/presentation per 2.4 of this RFP. Up to an additional 10 points may be awarded to the Proposers technical proposal.

Bidders will demonstrate how their services link to the requested scope of work.

The committee will consider only the following, each worth up to two (2) points:

- a. Demonstrating link to proposal response
- b. Quality of presentation
- c. Professionalism of presenter(s)
- d. Management of time allotted for presentation
- e. Responses to committee questions

SECTION 6.0

FORMAT AND CONTENT OF PROPOSALS

6.1 INTRODUCTION

This section provides instructions to the Proposer regarding the proposal format and content.

The Proposer must remember to:

- Follow the proposal format instructions;
- Present the information in the order and manner requested;
- Answer the questions in the RFP; and
- Provide the data requested by the RFP.

Proposals not following the requested format may be deemed non-responsive and therefore rejected or it may affect the score of the Proposal.

6.2 PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in this RFP.

Package #1 – Technical Proposal

Information in this section is to be provided in the order requested, beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11 inch paper; and all narrative portions of the proposal should be typed.

Page One of the Proposal:

The first page of the Proposer's "Technical Proposal" must be a **signed** cover letter on the letterhead of the Proposer, containing the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP C-02-21, to which this proposal responds, have been read and understood. Further, in signing this letter as the authorized representative of the submitting Proposer, it is expressly agreed by the Proposer that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. Additionally, Proposer agrees that if the submitted proposal is not in the required format of the RFP, Proposer's proposal may be deemed non-responsive."

The person's name must be printed clearly and signature must be dated. **IMPORTANT! If Proposer fails to submit this verbatim document or it is not signed and dated, the proposal will be rejected as being non-responsive.**

Table of Contents (these materials should be included after the signed cover letter):

- Proposer's Technical Proposal as described in Section 5.3.1;
- A completed, dated and signed "**Proposer/Contractor Status Form**";

- Certificate re California Government Code 1090 Disclosure of Interests Form;
- A copy of the “Small Business Certification Approval Letter”, if Proposer is claiming the Small Business Preference;
- Or, if the application for the preference has been submitted to OSDS, the Proposal must include written confirmation that the application has been submitted to OSDS; the written confirmation must include the date that the Proposer submitted the application to OSDS.
- Or, if the Proposer is claiming the preference as a non-small business subcontracting with certified SB/MB (s), the Proposal must include written confirmation listing the small businesses that Proposer commits to subcontract with for a commercially useful function in the performance of the contract with the 32nd DAA. The list of subcontractors must include the following information for each subcontractor:
 1. Name;
 2. Address;
 3. Phone Number;
 4. Description of work to be performed;
 5. Dollar amount or percentage per subcontractor.

The written confirmation must also include the subcontractor's certification or indicate whether the subcontractor's application(s) are on file with OSDS.

- A copy of Proposer's **current insurance certificate**;
- See Section 7.1 and 7.2 for a complete list of Forms and Exhibits to be included in the Proposal.

Package #2 - Financial Proposal

The **Financial Proposal Form** must be completed, signed and dated.

SECTION 7.0

REQUIRED FORMS, DOCUMENTS AND EXHIBITS

7.1 FORMS, DOCUMENTS AND EXHIBITS TO BE COMPLETED AND/OR SUBMITTED BY PROPOSER

- Proposer/Contractor Status Form
- Certificate re California Government Code 1090 Disclosure of Interests Form
- Proposer's current insurance certificate confirming all coverages identified above in Section 2.12 and 2.23 J (If not already on the California Fair Services Authority's (CFSA) *Master Insurance List*)
- Small Business Documentation, if applicable, as described in Section 2.9
- Carnival Operator Declaration Form*
- Subcontractor's Declaration Form (if applicable) *
- Exhibit A, "Adult Rides and Amusements List" *
- Exhibit A-1, "Children Rides and Amusements List" *
- Exhibit A-2, "Games List" *
- Exhibit A-3, "Food and Beverage Concessions List" *
- Exhibit A-4, "Additional Equipment to be Provided List" *
- Exhibit B – Status of Current and Past Experience (Carnival Operations) *
- Exhibit C – Status of Current and Past Experience (Electronic Ticketing/Redemption System) *
- Financial Proposal Form*

If the Proposer does not **completely fill out, sign and submit with Proposer's response to the RFP**, any form/document/exhibit followed with an asterisk (*) the Proposal may be rejected as non-responsive or the score of the proposal may be affected.

7.2 FORM TO BE COMPLETED BY ANY APPLICABLE SUBCONTRACTOR(S), (This form must be submitted by the Proposer as part of its proposal)

- Subcontractor's Declaration Form

7.3 THESE DOCUMENTS WILL BECOME PART OF THE CONTRACT TO BE AWARDED AND EXECUTED BY THE PROPOSER AND THE 32nd DAA (samples of which are attached)

- Sample Standard Agreement (Exhibit D)
- Contractor Certification Clauses (See Sample Standard Agreement)
- Special Contract Terms and Conditions (See Sample Standard Agreement)
- General Contract Terms and Conditions (See Sample Standard Agreement)
- Insurance Requirements
- Exhibit A, "Adult Rides and Amusements List"
- Exhibit A-1, "Children Rides and Amusements List"
- Exhibit A-2, "Games List"
- Exhibit A-3, "Food and Beverage Concessions List"
- Exhibit A-4, "Additional Equipment to be Provided by Operator List"
- 2019 Aerial Photos and Plot Plans (Exhibit E)
- 32nd DAA Environmental Policy (Exhibit F)
- 2021 Rules & Regulations Handbook (Exhibit G)
- Policy & Procedures Book (Exhibit H)

FORMS AND EXHIBITS

This page to be completed by District

NOTICE OF PROPOSED AWARD

C-02-21

December 23, 2021

**THE 32ND DISTRICT AGRICULTURAL ASSOCIATION
ANNOUNCES**

**PROPOSED AWARD OF THE
Master Carnival Operator**

AT THE OC FAIR & EVENT CENTER TO:

(ENTER AWARDEE COMPANY NAME)

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. By
December 31, 2021 THE AWARD WILL BE FINAL.**

PROPOSER/CONTRACTOR STATUS FORM

RFP No.C-02-21

Contractor's Name _____ Federal Employer ID # _____
(full business name)

Address _____ County _____
City _____ Zip Code _____
(principal place of business)

Status of Contractor Proposing to do Business (Please check one)

_____ Individual _____ Limited Partnership _____ General Partnership _____ Corporation
Individual (Please check one) _____ Resident _____ Non-Resident

If a sole proprietorship, state the true full and complete name of the sole proprietor: (i.e., "John Roe Smith", not "J. Roe Smith" or "John R. Smith")

Partnership (Please check one) _____ General Partnership _____ Limited Partnership

If a partnership, list each and every individual partner, (1) identifying each individual partner's full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner in the partnership:

Corporation

Place and date of incorporation _____

If not a California Corporation in good standing, please state the date the corporation was authorized to conduct business in California: _____
(Date)

Current officers

President: _____ Vice President: _____
Secretary: _____ Treasurer: _____
Other Officers: _____

RETURN THIS FORM WITH YOUR PROPOSAL

PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP No.C-02-21

All must answer:

Are you subject to Federal Backup Withholding? _____ **Yes** _____ **No**

Fictitious Name

If Contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious business name statement filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP? _____ **Yes** _____ **No**

If yes, the Proposer is required to submit a copy of the Small Business Certification Approval Letter with the technical Proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the Proposer's organization, owners, officers or employees, within the last three years. State the case number, cause(s) of action, agency or court where pending and status of litigation or hearing; attach additional pages if needed.

The 32nd DAA reserves the right to verify the information provided on this form by the Proposer under the RFP process.

I declare under penalty of perjury that the above information is true and correct, and that I am authorized to sign this Proposer/Contractor Status Form on behalf of the Proposer/Contractor.

(Print Name)

(Signature)

(Title)

(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL

Certificate re California Government Code 1090 and Disclosure of Interests (Form)

RFP No.C-02-21, Master Carnival Operator (“RFP”)

I _____ as a representative of
Print Name

Name of Proposer (“Proposer”)

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 *et seq.*; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in the performance of this Agreement.

If Proposer is awarded the prospective contract described in the RFP, Proposer agrees that it will be barred from entering into any financial relationships with any person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Proposers’ obligations pursuant to this RFP or any resulting Agreement. The Proposer agrees to cooperate fully with the 32nd DAA and to provide any necessary and appropriate information requested by the 32nd DAA or any authorized representative as relevant to actual or potential conflicts of interest or prohibitions concerning the RFP or any resulting Agreement.

The Proposer understands, acknowledges, and agrees that:

- Proposer may not employ any 32nd DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the 32nd DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, *et seq.* and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the RFP made in violation of California law, including Government Code Section 1090, *et seq.*, may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer’s performance of the resulting Agreement, including reimbursement of costs or expenses.
- Any violation of the applicable conflict of interest laws, including but not limited to Government Code section 1090, *et seq.*, may constitute a material breach of the RFP and any resulting Agreement, and the 32nd DAA reserves all rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 32nd DAA director, official, officer or employee and/or their respective immediate family members, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Contact Person identified on the cover of the RFP.

Certificate re California Government Code 1090 and Disclosure of Interests (Form)

RFP No.C-02-21, Master Carnival Operator (“RFP”)

“Continued”

- I certify that I have **no** known suspected family or business relationships with any director, officer, official or employee of the 32nd DAA.

- I disclose the following relationships with and value received from and/or paid to the persons listed on the attached page. ***(Provide in writing a detailed description of known or potential financial interests with any and all directors, officers, officials or employees of the 32nd DAA)***

- If my status with regard to the above changes, I understand that I must notify the Contact Person listed on the cover of the RFP immediately.

NOTICE: THIS CERTIFICATE AND ITS EXECUTION HAVE SIGNIFICANT LEGAL CONSEQUENCES. ALL PROPOSERS ARE ENCOURAGED TO SEEK LEGAL COUNSEL. THE 32nd DAA DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE REGARDING THIS CERTIFICATE.

I certify under penalty of perjury that the foregoing is true and correct:

(NAME OF PROPOSER)

(SIGNATURE)

(PRINT NAME)

(TITLE)

(DATE)

MASTER CARNIVAL OPERATOR DECLARATION (Form)

I _____ am the owner, partner, officer or director of
Name _____ (Master Operator).
Business Name _____

The Master Operator does business under the following name:

_____ Fed. I.D. No: _____

Business Address: _____

Mailing Address (if different): _____

Phone _____ Fax _____ E-Mail _____

The carnival operator is a (Check One):

_____ sole proprietorship _____ partnership _____ corporation _____ limited partnership

The persons who are authorized to enter into contracts on behalf of the Master Operator are as follows:

NAME	TITLE
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The proper licenses and/or permits have been obtained for all rides/fun houses, shows, game concessions and food concessions supplied by the carnival operator prior to operating said rides/fun houses, shows, game concessions and food concessions at the fair.

I understand that it is my responsibility to ensure that all requirements set forth in the RFP including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid at the time of the proposal due date and award of any contract and during performance of an awarded contract.

If Master Operator is a sole proprietorship, the sole proprietor must sign this declaration. If Master Operator is a partnership, all partners must sign this declaration. If Master Operator is a limited partnership, a general partner must sign this declaration. If Master Operator is a corporation, this declaration must be signed by both: (1) the Chairman of the Board, President, or any Vice President, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

RETURN THIS FORM WITH YOUR PROPOSAL

MASTER CARNIVAL OPERATOR DECLARATION (Form)
(Continued)

Signature

Date

Title

RETURN THIS FORM WITH YOUR PROPOSAL

MASTER CARNIVAL OPERATOR DECLARATION (Form), Page 2 of 2

SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, _____, declare as follows:

I am the owner, or an officer or director of the owner (Subcontractor), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following Master Carnival Operator _____ (Master Operator) for use during the OC Fair during calendar year(s) _____.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California, the 32nd DAA and the OC Fair are not partnering to any agreement between me the Subcontractor, and the Master Operator regarding the described items and concerning use of the items.

I understand that it is my responsibility to ensure that all applicable requirements set forth in the Agreement regarding the equipment including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid throughout the term of the agreement.

I hereby hold harmless the State of California, the 32nd DAA, the OC Fair, the OC Fair & Event Center, their employees and officers from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at the 32nd DAA property or OC Fair.

I am the owner or authorized to sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this _____ day of _____, 2022.

Legal Name of Owner _____

Address: _____

Phone Number: _____

Signed by: _____
Name Title

Signature: _____

FINANCIAL PROPOSAL FORM
RFP No.C-02-21

In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 30 points.

INFORMATION:

Money offers will be considered based on the Contractor paying the 32nd DAA a percentage of the gross receipts from the operation of rides (not less than 35%), a percentage of the gross receipts from the operation of games (not less than 25%) and a capital improvement offer of no less than \$100,000 annually. Food Concessions will pay 25% of adjusted gross revenues before taxes and are not to be considered in the financial proposal.

FORMULA:

Total amount to be paid to the 32nd DAA based for each year on: (\$10,000,000) multiplied by the offered percentage for rides, plus (\$6,000,000) multiplied by the offered percentage for games, plus the capital improvement offer will be combined for all five contract years. This will constitute the grand total financial offer. This grand total financial offer will then be converted to points. The Proposer with the highest total offer will receive 30 points. All other bidders will receive a proportionate number of points.

Example:

Year 2022 (\$10,000,000) multiplied by the proposed percentage for rides, plus (\$6,000,000) multiplied by the proposed percentage for games plus the annual capital improvement offer = 2022 Offer. The Offers of contract years 2022 – 2031 will be combined and considered the Grand Total Offer.

The Financial Proposal that offers the 32nd DAA the highest combined Grand Total Offer of revenue from the operation of the carnival rides, carnival games and the contribution to capital improvement funds for all ten (10) contract years shall receive 30 points. The score for each of the other lesser Financial Proposals shall be determined utilizing the following formula: divided the lesser Financial Proposal by the highest Financial Proposal, and then multiplied it by 30 points (e.g. $\$50,000,000.00 \div \$55,000,000.00 = .91 \times 30 = 27.3$ points).

See Section 5 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the overall score for each proposer. Food concessions will pay 25% of adjusted gross receipts before taxes to the 32nd DAA and will not be considered by the 32nd DAA in scoring the Financial Proposal.

- In the event there is a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representatives of the Proposers. In the event there is a tie on the highest score among three or more Proposers, the tie will be broken by the following method, in the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer's name in a hat; and (3) the Contracts Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be the deemed winning Proposer.

FINANCIAL PROPOSAL FORM (Continued)

RFP No.C-02-21

Proposer offers to provide the entire carnival operations for the OC Fair including an electronic ticketing/redemption system and all other required equipment as described in the statement/scope of work of this RFP. The 32nd DAA will receive the percentage of the annual gross ride revenue, game revenue and annual capital improvement funds as stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the burden of the Proposer.

Year 2022

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2022	Grand Total of Rides and Games 2022
\$	\$

Year 2023

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2023	Grand Total of Rides and Games 2023
\$	\$

Year 2024

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2024	Grand Total of Rides and Games 2024
\$	\$

FINANCIAL PROPOSAL FORM (Continued)

RFP No.C-02-21

Year 2025

Estimated Annual Ride Gross		% of Gross		Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross		Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2025
\$

Grand Total of Rides and Games 2025
\$

Year 2026

Estimated Annual Ride Gross		% of Gross		Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross		Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2026
\$

Grand Total of Rides and Games 2026
\$

Years 2022 - 2026

Grand Total Capital Improvements for Years 2022 - 2026
\$

Grand Total of Rides and Games for Years 2022 - 2026
\$

Grand Total of Rides, Games and Capital Improvements for Years 2022 - 2026
\$

FINANCIAL PROPOSAL FORM (Continued)

RFP No.C-02-21

Year 2027

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2027	Grand Total of Rides and Games 2027
\$	\$

Year 2028

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2028	Grand Total of Rides and Games 2028
\$	\$

Year 2029

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2029	Grand Total of Rides and Games 2029
\$	\$

FINANCIAL PROPOSAL FORM (Continued)

RFP No.C-02-21

Year 2030

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2030
\$

Grand Total of Rides and Games 2030
\$

Year 2031

Estimated Annual Ride Gross		% of Gross	=	Total Paid to 32nd DAA
\$10,000,000.00	X	%	=	\$

Estimated Annual Game Gross		% of Gross	=	Total Paid to 32nd DAA
\$6,000,000.00	X	%	=	\$

Capital Improvement 2031
\$

Grand Total of Rides and Games 2031
\$

Years 2027 - 2031

Grand Total Capital Improvements for Years 2027 - 2031
\$

Grand Total of Rides and Games for Years 2027 - 2031
\$

Grand Total of Rides, Games and Capital Improvements for Years 2027 - 2031
\$

Grand Total of Rides, Games and Capital Improvements for Years 2022 - 2031
\$

FINANCIAL PROPOSAL FORM (Continued)
RFP No.C-02-21

Are you claiming preference as a small business? _____ **Yes** _____ **No**

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

FIRM NAME	FEDERAL IDENTIFICATION NUMBER
COMPLETE MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP CODE	FAX NUMBER

Proposer certifies to the 32nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. **Important: It is the Proposer's responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provided below. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.**

List and acknowledge all addenda here: _____

By his/her signature on this proposal form, the Proposer certifies that he/she has read and understands the RFP package, including the information regarding protest procedures. Further, Proposer certifies that the information provided by the Proposer is accurate, true and correct and not intended to mislead the 32nd DAA in any manner.

PRINT NAME	SIGNATURE
TITLE	DATE

EXHIBIT B - STATUS OF CURRENT AND PAST EXPERIENCE
(CARNIVAL OPERATIONS)

On the form provided below (please make as many copies as necessary or add additional pages if necessary), Proposers shall list the status of current and past contracts where they have currently or previously performed as the Master Carnival Operator during the three (3) years (2017-2019). A separate form must be completed for each contract.

Proposer shall provide a current accurate contact name, telephone number and email address for each contract and indicate the terms and scope contract (number of rides, games and concessions operated by the Proposer or Subcontractor if applicable, length of the fair/carnival, attendance, etc.). The Proposer must indicate if the contract has been completed or still in progress. If the contract was terminated, list the reason for termination. The Proposer/Subcontractor must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts.

Each form must be signed by the Proposer confirming that the information provided is true and accurate.

CONTRACTING FAIR/ENTITY/OTHER:	
Contact Name:	Phone:
Email Address:	
Contract/Event Dates:	
Carnival Ride, Game and Concession Count:	
Terms and Scope of Contract:	
1) Status of Contract:	
2) Identify Claims / Litigation or Settlements Associated with each Contract:	

By signing this form, "Status of Current and Past Contracts," I am affirming that all of the information provided is true and accurate.

 Signature

 Title

 Date

RETURN THIS FORM WITH YOUR PROPOSAL

EXHIBIT C - STATUS OF CURRENT AND PAST EXPERIENCE

(ELECTRONIC TICKETING/REDEMPTION SYSTEM)

On the form provided below (please make as many copies as necessary or add additional pages if necessary), Proposers shall list the status of current and past contracts where they or subcontractor, if applicable, have currently or previously installed and operated an electronic ticketing/redemption system offered in their proposal during the three (3) years (2017-2019). A separate form must be completed for each contract.

Proposer shall provide a current accurate contact name, telephone number and email address of each contract and indicate the terms and scope (the number of carnival rides, games and concessions, length of the fair/carnival, attendance, size of midway, number of kiosks, etc.) of the contract. The Proposer must indicate if the contract has been completed or still in progress. If the contract was terminated, list the reason for termination. The Proposer/Subcontractor must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts.

Each form must be signed by the Proposer confirming that the information provided is true and accurate.

CONTRACTING FAIR/ENTITY/OTHER:	
Contact Name:	Phone:
Email Address:	
Contract/Event Dates:	
Carnival Ride, Game and Concession Count:	
Terms and Scope of Contract:	
1) Status of Contract:	
2) Identify Claims / Litigation or Settlements Associated with each Contract:	

By signing this form, "Status of Current and Past Contracts," I am affirming that all of the information provided is true and accurate.

Signature

Title

Date

RETURN THIS FORM WITH YOUR PROPOSAL

EXHIBIT D - Sample Standard Agreement

AGREEMENT NUMBER Contract Number
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
Contractor Name

2. The term of this Agreement is: **00/00/2021** through **00/00/2021** **FED ID:**

3. The maximum amount of this Agreement is: **\$00,000.00**

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

Exhibit A – Scope of Work – To provide radio rentals for the OC Fair & Event Center	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 - 7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8 - 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 - 14
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15 - 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17 - 20
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 21 - 25
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 26 - 28

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		California Department of General Services Use Only
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Contractor Name		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Signer’s Name and Title		
CONTRACTOR BUSINESS ADDRESS Contractor Address, phone: email:		
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 (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

**Contract Manager Name and Title
Phone Number XXXXXX**

**Contractor's Name
Contractor's contact name
Phone number and email**

(If applicable) The District's Request for Proposal (RFP) for (Service Name) released (Release Date), 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.

(If applicable) The Contractor proposal for (Service Name) dated (submission date) is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

SCOPE OF WORK

PREVAILING WAGE (if applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

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

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

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

ADD PAYMENT RATES IF ANY

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #19-02

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/Sub lessor 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/ Sub lessor 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 be not less than **\$5,000,000 per occurrence** for Fair time 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, Fair time Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, 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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 3 of 3

contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fair time 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 OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

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

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

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date



EXHIBIT G – OCFEC PROCEDURES (UNIFORM AND ID PROCEDURES AND NOISE ORDINANCE & CERTIFICATION)

Page 1 of 4

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 – OCFEC PROCEDURES (UNIFORM AND ID PROCEDURES AND NOISE ORDINANCE & CERTIFICATION)

Page 2 of 4

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 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 – OC FEC PROCEDURES (UNIFORM AND ID PROCEDURES AND NOISE ORDINANCE & CERTIFICATION)

Page 3 of 4

PROCEDURE FOR: Noise Ordinance:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS: NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.



EXHIBIT G – OCFEC PROCEDURES (UNIFORM AND ID PROCEDURES AND NOISE ORDINANCE & CERTIFICATION)

Page 4 of 4

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:

- a) Not interfere with surrounding vendors activities.
- b) Maintain a level reasonably consistent with the program material and audience size to be covered.
- c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
- d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
- e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

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

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

3. SITE ACCESS

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

4. INSURANCE

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

5. WORK PERMIT LAW

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

6. PERSONNEL

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

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

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

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

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

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

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

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

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

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

19. FORCE MAJEURE

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

20. PHONE NUMBERS

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

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. 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. 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. Do not dispose of any construction material or project waste on OCFEC grounds or containers.
- d. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- e. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. 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. 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. 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

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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

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 E
2019 Adult Midway



EXHIBIT E
2019 Kiddie Land



EXHIBIT E

Adult Midway

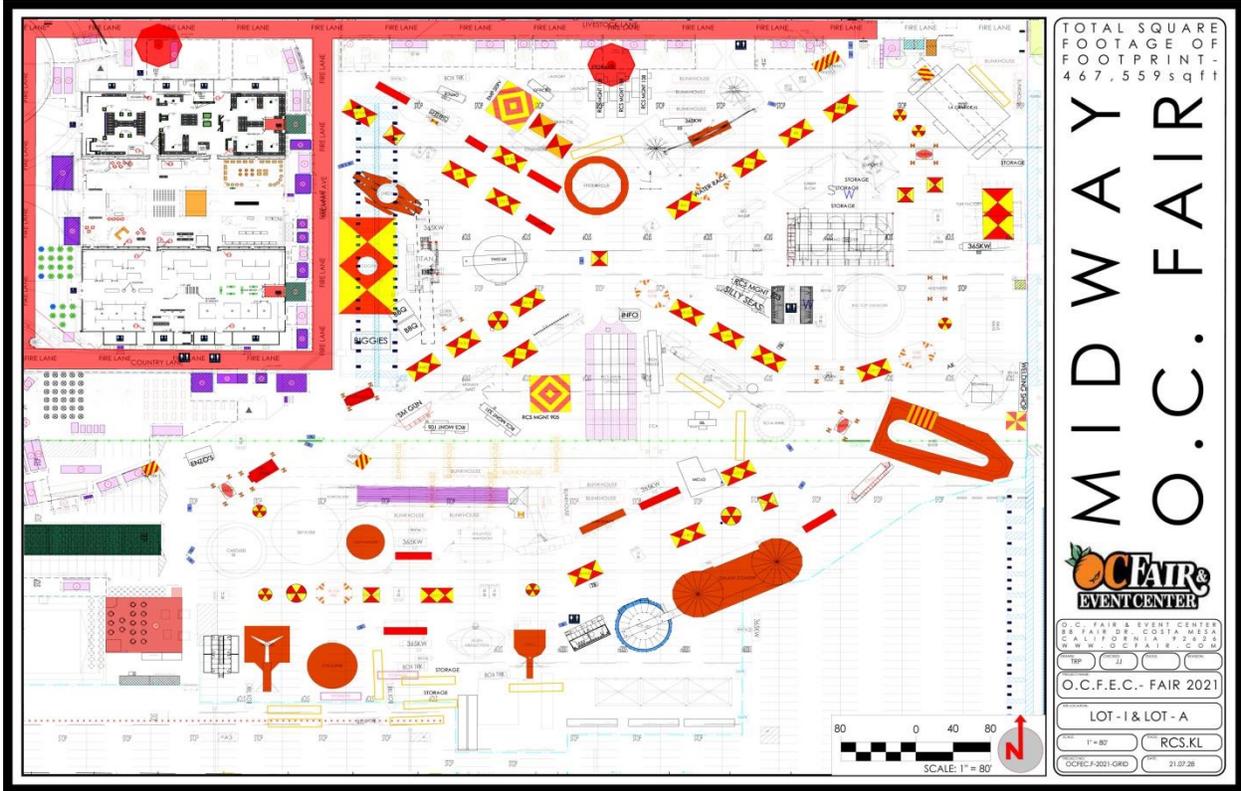


EXHIBIT E Kiddie Land

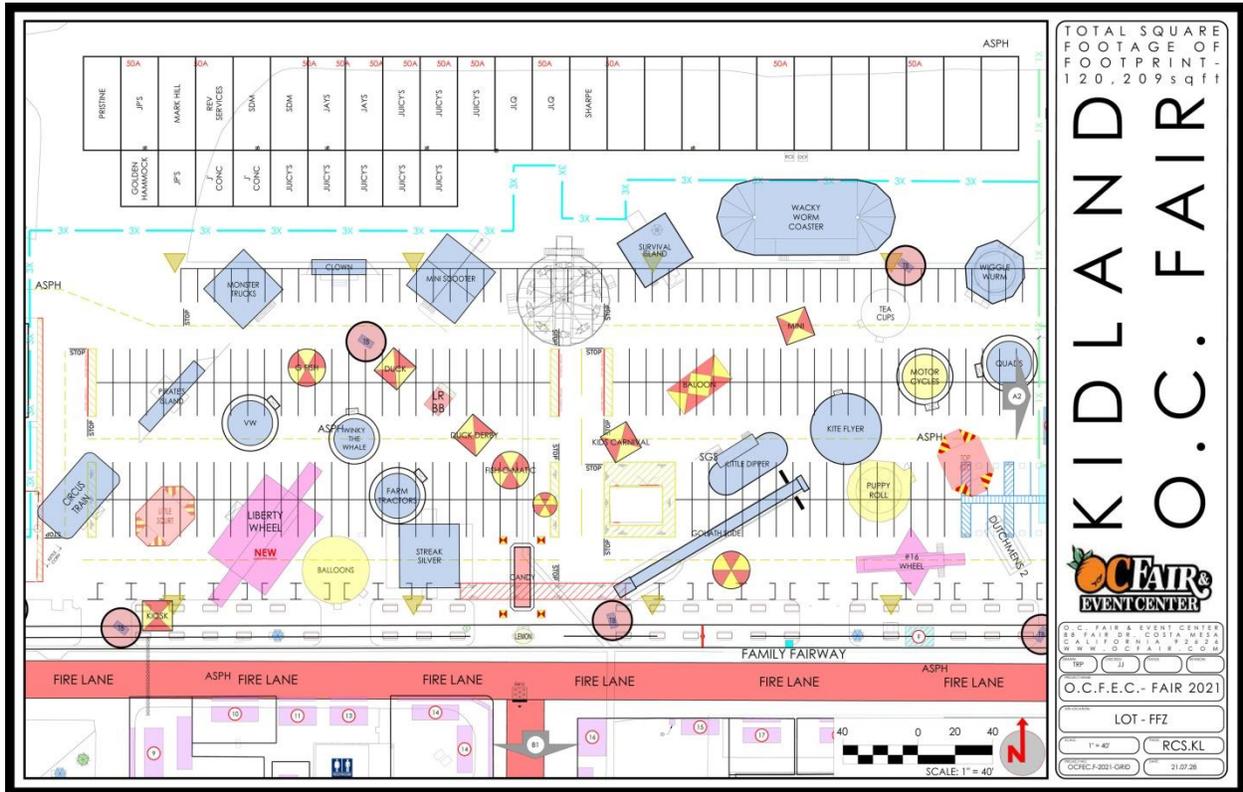


EXHIBIT F

32nd DAA Environmental Policy

The Contractor will comply, and will require its subcontractors to comply, with all federal, state and local statutes, laws, ordinances and regulations governing Carnival Operator's business, including, but not limited to recycling laws and requirements, environmental laws, ordinances, and regulations, South Coast Air Quality Management District regulations, and Regional Water Quality Control Board Regulations. Carnival Operator shall to the best of its ability conduct its business in compliance with the Clean Air Act, the Clean Water Act, the Porter-Cologne Water Quality Act, the California Environmental Quality Act, the National Environmental Protection Act, and all comparable, related, and successor statutes, laws, ordinances, and regulations applicable to Carnival Operator.

Environmental Policy

The OC Fair & Event Center has become an icon in California. For the past century, we have preserved and promoted the State's unequaled agricultural heritage.

We are committed to Environmental Protection and in order to meet this commitment, the OC Fair & Event Center, will:

- Ensure compliance with applicable environmental legislation and other environmental requirements through environmental compliance audits, using internal and /or external auditors.
- Provide appropriate training to its volunteers, employees and agents on environmental policies, procedures and responding to environmental incidents.
- Set objectives and targets through the identification of environmental metrics.
- Report environmental performance on a regular basis to the Board of Directors and to external bodies as required by law.
- Develop and implement emergency response plans appropriate to OC Fair & Event Center operations.
- Commit to resource conservation and pollution prevention.
- Commit to the continual improvement of our environmental management systems.
- Communicate and make available its Environmental Policy, goals and objectives to its volunteers, employees and agents.

EXHIBIT G
2021 Rules & Regulations Handbook



2021 RULES & REGULATIONS HANDBOOK

COMMERCIAL SPACE AND CONCESSIONS PROGRAM



TIME FOR FUN • July 16 - Aug 15

2021 COMMERCIAL SPACE & CONCESSIONS PROGRAM HANDBOOK



This handbook is an attachment to and is part of your Rental Agreement with the OC Fair & Event Center (OCFEC). This handbook is designed to provide you with important information concerning OCFEC guidelines, policies, procedures, rules and regulations, and other directives for compliance with local, state and federal laws and regulations. You are expected to be aware of and in compliance with all requirements set forth in this handbook. In addition, the OCFEC encourages you to review all information outlined in this handbook with your employees and representatives, as you are responsible for their compliance with same specified requirements. Violations of policies contained in this handbook may lead to immediate dismissal of yourself and/or your personnel from the Fairgrounds as well as the OCFEC's decision to deny you participation at any future OC Fair. This handbook is subject to change at any time. We hope you, your employees and representatives find this information helpful. If you have any questions, please contact your Commercial & Concessions Department representative.

◆2021 OC FAIR◆

HOURS & ADMISSION PRICES

FAIR HOURS

Mondays & Tuesdays – Closed

Wednesday & Thursday – 10 AM to 11 PM

Friday, Saturday & Sunday – 10 AM to Midnight

**ALL BUILDINGS CLOSE AT 10 PM ON WEDNESDAY & THURSDAY
AND AT 11 PM ON FRIDAY, SATURDAY & SUNDAY**

*Exhibitors located in outside spaces must remain open until 11 PM,
but have the option of staying open until Fair closes at Midnight on Friday - Sunday*

CONCESSION STAND CLOSING TIME

*Concessionaires located in outside spaces must remain open until 11 PM,
but have the option of staying open until Fair closes at Midnight on Friday - Sunday*

NOTE: Regardless of weather, all exhibits and concessions are to remain open during the posted hours of the OC Fair

◆ADMISSION PRICES◆

General (13-59)	\$12.00 Weekdays	\$14.00 Weekends	Super Pass	N/A in 2021
Senior (60+)	\$7.00	Super Pass	N/A in 2021	
Youth (6-12)	\$7.00	Super Pass	N/A in 2021	
Children 5 & under – FREE				

◆SPECIAL DISCOUNT DAYS◆

Seniors & Kids Discount Days will return in 2022

◆PARKING◆

General Parking	\$10.00
Bus & Limo Parking	\$20.00 (No Charge for Drop Off)
Pacific Amphitheatre VIP	\$30.00



Time FOR Fun
July 16 - Aug 15, 2021



Welcome to the 2021 OC Fair!

After a year unlike any other, we're more excited than ever to say, "Welcome back to the OC Fair." We know how important it is for you to feel safe as we resume life's journeys. From spending time with family and friends and also getting back to business, we want to help you feel confident as we gather again. To that end, the OC Fair & Event Center Health & Safety task force has worked diligently to develop a comprehensive plan that will allow us all to be safe as we come together. Be assured that the health and safety of our employees, partners, guests, clients, tenants and neighbors is of paramount importance. Also, please know that it will take the attention and cooperation of each and every one of us to meet this challenge.

COVID-19 has impacted us in ways we could have never anticipated. While the lives of so many have been seriously altered, our thoughts have continuously been with our family, our friends, our employees, our communities, our business partners and our guests. As we move forward, we want you to know that if this crisis has taught us anything, it is that we are all in this together. The well-being of one person is integrally linked to the well-being of all. We appreciate you being aligned with us in these thoughts.

With the above central and caring message in mind, please join in as we all do our very best once again to celebrate, discover and find joy in the moment. It's "*Time For Fun!*"

As always, success achieved by each and every one of us at the OC Fair is a result of teaming up with good people who are committed to working well with each other, dedicated to meeting and exceeding high standards at all times, and devoted to always ensuring that the experience is the best it can be. With this in mind, please ensure that you and your entire staff continually exhibit uncompromised professionalism and deliver exemplary guest service by constantly focusing on each quality and performance area as follows:

Stand/Booth Design & Presentation
Product/Merchandise Display
Staff Appearance & Image
Guest Perception
Friendly & Attentive Service

Price/Value Relationship
High-Quality Consistency
Good Neighbor Conduct & Behavior
Mutual Respect & Support for All Others
Program Policy & Procedure Compliance

Enclosed in this Handbook is important information pertaining to the 2021 OC Fair. Please read it carefully and share it with your staff. If you have any questions, contact our Commercial & Concessions Department. Again, welcome back to the OC Fair.

Thanks much for all your support and for playing a big part in what makes the OC Fair so special!

Howard Sandler

Howard Sandler
Director of Events

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**◆POLICIES GOVERNING COMMERCIAL, CONCESSIONAIRE, RADIO
STATION & SPONSORSHIP EXHIBITS AND STANDS◆**

This document comprises the policies & conditions of operations of the Fairgrounds, adopted by the Board of Directors of the 32nd District Agricultural Association/OC Fair, hereafter designated as the Fair, governing all commercial, food & beverage concessions, radio station and sponsorships, of any organization or person.

No contractor may use any portion of the Fairgrounds without first obtaining a *Rental Agreement* for occupancy. Contractor, and an authorized representative of Fair Management, prior to participation on the Fairgrounds, must sign Rental Agreements.

Contents of the *COMMERCIAL SPACE & CONCESSIONS PROGRAM HANDBOOK* are incorporated into, and hereby become a part of the *Rental Agreement*.

This Handbook must be kept in Renter's space at all times. It is the responsibility of the individual signing the Rental Agreement to be knowledgeable & familiarize any representatives and/or employees with the rules and regulations set forth in this booklet.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT revised 12/19)

- Refer to Exhibit C of the Rental Agreement for standard terms and conditions.

◆GENERAL COMPLIANCE◆

The Contractor agrees to comply with all applicable Governmental agencies, ordinances and statutes; and to assume full responsibility for payment of all sales, use, and possessory interest taxes, assessments, and/or fees occasioned by contractor's use of premises.

The contracting parties (Exhibitor, Concessionaire, Radio Station, or Sponsor) shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under Rental Agreement (Government Code Section 8546.7) (SCM Chapter 7, Section 7.50).

◆POLICIES NOW IN EFFECT◆

Contractor agrees to perform in fulfillment of the terms and conditions of the Rental Agreement (relating to rental of commercial exhibit or Concession Space) that are now in effect, or that may be adopted hereafter. The Fair reserves the right to make all decisions in regards to the use of the property, amend, add to and interpret the following Rules and Regulations and to determine finally all questions and differences with respect thereto, arising out of, connected with or incident to the Fair. Every effort will be made to notify the Contractor of any changes as they are made.

◆CONDITIONS OF SPACE◆

The Contractor accepts the Exhibit/Concession Space, as it exists. If the Contractor views an area unsafe, they should report the area to the Commercial/Concessions Department immediately.

DAMAGES: The Contractor agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted. Ordinary wear and tear damage by the elements, acts of nature or casualties beyond the control of the Contractor exempted to this rule. The Contractor agrees to pay the costs of repair and replacement for any and all damages that may have occurred during the term of this agreement by the Contractor, and restoring the premises to a condition equal to that which existed at the time the Contractor took possession. Charges for any damages or cleanup will be based upon direct reimbursement of the OC Fair's cost for labor and material.

A

ADA (Americans with Disabilities Act)

You must comply with the Americans with Disabilities Act (“ADA”) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Admission

Photo badges will be issued to all Commercial and Concession owners, employees, contractors, suppliers and sponsors scheduled to work five (5) days or more. The number of badges issued will be determined by OC Fair Management.

Due to the significant amount of photo badges that will be processed, the OC Fair highly recommends that you submit your list early to make sure your staff, contractors and suppliers have the appropriate information. Badges must be worn and visible while on OC Fair property. **Additions may only be requested in person by Owners/Managers at the Badging Office.**

IMPORTANT: Any attempt to sell, exchange, barter or give away any credentials issued by the OC Fair to Fairgoers is strictly prohibited. Anyone found doing so will jeopardize their participation at future OC Fairs. Please see Badging Office for hours of operation. For information regarding parking passes, see the Parking section of this handbook.

Western Fairs Association

Western Fairs Association (WFA) cards are accepted at all gates as gate **admission only**. Parking is provided off site as determined by the OC Fair. To take advantage of this program, you must be a member of the WFA. Membership applications can be obtained by calling the WFA at (916) 927-3100 or visit their website at www.fairsnet.org.

Advertising & Publicity

Advertising, press releases, promoting products and conducting business may only be done from within the confines of rented space as designated in your Rental Agreement.

All marketing materials (advertising, press releases, handouts, prospectus, premiums or giveaways) must receive prior written approval from the OC Fair before publication and distribution. No advertising material shall state or imply that the exhibit or food stand is an activity operated by the OC Fair.

An OC Fair Branding Guide has been developed outlining approved usage of OC Fair artwork. Written consent must be obtained prior to using OC Fair logo(s) or other trademarked artwork. For more information pertaining to Branding Guidelines, please visit our website at www.ocfair.com/logos.

Agreements

Application for rental space at the OC Fair is reviewed on an annual basis. Rental Agreements are offered at the sole discretion of OC Fair Management. All Rental Agreement payments are to be remitted by **“check only.”**

Alcohol

Only stands pre-approved and authorized by the OC Fair may sell alcohol. Renter must hold current ABC license and adhere to all OC Fair Alcohol Policies. Alcohol policies will be distributed to all Concessionaires selling alcohol. **At no time is alcohol to be consumed by on-duty personnel.**

All beer cups must be purchased from Spectra, and any ending inventory is to be sold back to Spectra at conclusion of the OC Fair. Commission payments for Alcohol/Beer Sales are subject to weekly review and comparison of inventory sales (chargeable cup usage x selling price) versus cash register receipts. Cumulative cash register sales (per “Z” readings) minus approved adjustments should match inventory sales. Correct opening and closing cup inventory counts as well as in-Fair additions to inventory are required to perform accurate comparative review.

Animals

For the health and safety of resident animals at the OC Fair & Event Center, pets are not allowed on grounds or at events unless the animal is a service animal as defined by the *Americans with Disabilities Act*. Only dogs and miniature horses are

recognized by the *Americans with Disabilities Act* as “service animals.” The needs of the service animal including food, water, waste, waste cleanup, medicine, etc. are the responsibility of the animal’s owner.

Service animals must be harnessed, leashed, or tethered unless these devices interfere with the service animal’s work or the individual’s disability prevents using the devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls at all times.

- Pets are not permitted in the Fair Zone at any time, with the exception of Service Animals.
- Pets in the RV area must be leashed, crated or penned at all times. Owners must clean up after their pets.

Audit and Sales Requirements & Procedures – Concessionaires

OC Fair Audit and Sales Requirements and Procedures are outlined below. Failure to comply with these requirements and procedures will be considered a violation of the Agreement. If the violation is so severe that it must be dealt with immediately, OC Fair Management will be called upon to review the problem and determine a solution up to and including immediate termination of the Concessionaire’s contract. Violations will be taken into consideration when reviewing future OC Fair applications.

Cash Registers must be utilized at all stands. All sales must be rung up on a cash register, including credit card sales. No stand shall operate from an open cash drawer or a separate cash box. Adding machines or calculators are not acceptable.

Cash Register Requirements (*Due to COVID-19, cashless/contactless transactions are highly encouraged*)

- Properly maintained.
- Satisfy all transaction and sales receipt requirements detailed in this section of the Handbook.
- Unobstructed at all times and visible from both front and back.
- Customer/rear display is visible to guests at all times. Register covers may be used; however, they must be clear and translucent (no color or tint).
- Functional credit card method of payment key, in addition to a cash method of payment key. Individual sales on detail tapes must be labeled by the register as cash or credit, and must be easily discernible by audit personnel.
- Battery backup with memory protection.
- Dual tape function; one for receipting customers, the second retained for record keeping.
- Non-resettable Grand Total function.
- Consecutive “Z” counter.
- “X” reading that does not alter “Z” totals.
- Consecutive transaction numbers.
- Non-resettable transaction numbers.
- Clock that prints current date and time on detail tape.
- Provides a receipt for all sales per Sales Receipt Requirements listed below.
- Readable type (display, sales journal and receipt printout).
- Lockable cash drawer.
- Registered with OC Fair & Event Center for the current year (tagged by OC Fair Audit Team). All other Fair tags must be removed.

Sales Receipt Requirements

- Provided to guest with every purchase, no exceptions.
 - Failure to provide a receipt will result in disciplinary action, including the possibility of a fine.
- Cannot be used as a claim check to receive purchased order.
- Receipt must include:
 - Transaction number.
 - Date/time of transaction.
 - “OC Fair.”
 - Company/Stand.
 - Return and/or refund policy.

Credit Card Transaction Requirements

- Although the OC Fair prefers no set minimum for credit card transactions, it shall not exceed \$7 if one is desired.
- Each stand must prominently display purchase specifications that are visible from all customer purchase points (i.e. - cash only; cash or credit - no minimum for credit; cash or credit - \$7 minimum for credit).
- Signage must be of professional quality; no handwritten signs.
- No fee for accepting a credit card shall be charged to the guest.

- You must provide the Audit Team copies of credit card machine batch reports daily, for each credit card machine you have.
- Daily batch reports must have the details of each transaction, including the date and time of each sale as well as the dollar amount, and must also have a credit card total amount at the end of the report.

The Audit Team will check daily to make sure the batch report credit card sales total matches the credit card sales reported by your cash registers in “Z” reports. In the event these amounts do not match and your batch report exceeds register-reported credit card sales by \$50 or more, the discrepant amount will be added to your daily sales totals and the adjusted amount will be used as the basis for the percent commission calculation. The Audit Team reserves the option to complete a detailed audit to attempt to reconcile differences in lieu of adding the discrepant sales to the daily sales total if this occurs a second time. Additional discrepancies beyond a second time will result in a meeting with OC Fair Management and *could result in your inability to operate at the OC Fair.*

Sales Procedure Requirements for Every Sale

- Cash Sales (*Due to COVID-19, cashless/contactless transactions are highly encouraged*)
 - Ring sale on register.
 - Receive money from customer and place on register plate.
 - Return correct change to guest **along with Sales Receipt.**
 - Put money in register.
 - Immediately close drawer.
- Credit Sales
 - Ring sale on cash register.
 - Receive credit card from customer and swipe.
 - Have customer sign credit slip (if required).
 - Provide customer with copy of credit slip **along with Sales Receipt from the cash register.**
 - Put signed credit slip in register.
 - Immediately close drawer.
- Food & Merchandise Voucher Sales
 - Ring sale on cash register.
 - Receive Food Voucher from customer.
 - Write “Void” on the front of the Voucher.
 - Write the actual amount of the sale and the transaction number on the back of the Voucher (even if greater than Voucher value).
 - Do not give change if purchase is less than the value of the Voucher(s) submitted.
 - If purchase is greater than the Voucher value, follow Cash Sales Procedure or Credit Sales Procedure as appropriate.
 - Provide customer **Sales Receipt.**
 - Put the redeemed voucher(s) in cash register.
- Inventory Sales
 - Applicable to Beer and Merchandise Sales.
 - Same procedural requirements as above cash, credit and voucher sales.
 - Subject to review and comparison of inventory sales (chargeable cup usage and merchandise unit depletion x respective selling prices) versus cash register receipts. Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for comparative review. Cumulative cash register sales (per “Z” readings) minus approved adjustments should match inventory sales. Excessive shortages/shrinkage subject to inclusion in commission calculation.

Over Ring Procedure Requirements

- Circle or highlight the over ring on the cash register tape.
- Record on the Over Ring Form and fill out all required information.
- Attach the over ring receipt to the Over Ring Form.
- Submit the Over Ring Form and support to the Audit Department in the Daily Audit Bag.
- Note: Over rings will not be considered valid, and credit will not be given against the Concessionaire’s sales if the Over Ring Form is not completely and accurately filled out or the required support is not received by the Audit Team. **Excessive over rings will result in additional audit activity.**

Stand Reporting – Submission of Daily Audit Bag

Submission is due by 9:00 AM each day, for the prior day’s sales (Sunday’s audit bags are due on Monday or Tuesday from 9:00 AM to 5:00 PM. If Monday and/or Tuesday on-grounds availability precludes drop off, please advise the Audit

Department in advance. Bag drop offs will then be due on Wednesday by no later than 8:30 AM). Submit in Admin Building Front Lobby as follows:

- Completed Register Audit Worksheet ensuring it accurately and completely reflects all required information for every tagged register (including unused registers):
 - Include beginning and ending “Z” reports (note: beginning “Z” must equal ending “Z” from previous night).
 - If register was not used, reflect the same “Z” number and other required information every day until the register is used.
 - A signature on the Worksheet verifies agreement with the information provided. If there is uncertainty about the information reflected on the Worksheet, it should not be signed until the information is verified. Contact the Audit Team if there will be a delay in the submission of the Daily Audit Bag.
- Supporting register tapes that have been clearly labeled with the OC Fair Register Tag Number and the sales date.
- Voided Food Vouchers (if applicable), entirely and accurately completed.
- Over Ring Form (if applicable), entirely and accurately completed.
- Customer Refund Form (if applicable), entirely and accurately completed.
- Vendor Inquiry Form (if applicable), entirely and accurately completed.

Refunds

To maintain good relations with our visitors and to promote a high level of guest service, the OC Fair does not support or condone a “No Refund” policy. Concessionaire is encouraged to implement a reasonable return, refund and exchange policy. To receive credit for refunds given, the Customer Refund Form must be completed and submitted in the Daily Audit Bag.

Audit Procedures

- Monday, July 12 through Thursday, July 15 prior to 2021 Opening Day, Staff Auditors will be conducting physical inspections of all cash registers intended to be used during the OC Fair, including backups. Auditors will be noting the type of cash register, counter top placement and positioning, removal of all prior Fair tags, and adherence to the Cash Register Requirements detailed in this section of the Handbook. It is the responsibility of the Concessionaire to ensure all Audit and Sales Requirements are met to ensure uninterrupted operation at the OC Fair. *Failure to meet all requirements could result in your inability to operate at the OC Fair.*
- Throughout the OC Fair, auditors will be conducting field observations and spot audits, including the use of secret shoppers. If a field observation or spot audit identifies possible financial discrepancies, the Stand Manager will be notified with a written violation and a copy will be provided to OC Fair Management. Failure to take corrective action to address and resolve the issue in a timely manner will result in a meeting with OC Fair Management, a fine and/or other appropriate action up to and including an order to discontinue operations and vacate the premises with no refund.
- Areas of focus by the Audit Team will include, but are not limited to, ensuring Concessionaire adherence to the following requirements:
 - A price list has been submitted in advance of Opening Day. Prices must be net (without tax).
 - All prices are posted for public viewing. Prices must be net (without tax).
 - Items and prices reflected on the receipt match those displayed.
 - Tips and/or donations are not solicited (explicit or implicit - i.e. no tip/donation jars, signs, cash left on counter, etc). Trash jars are acceptable but must be labeled as such.
 - Stands have cash registers that meet the Cash Register Requirements.
 - Cash Register control keys are held by the manager/lead and NOT left in the cash register.
 - Every sale is rung up on an OC Fair tagged cash register.
 - Every sale follows the Sales Procedure Requirements.
 - Every transaction is completed.
 - All transactions are recorded and printed on a continuous tape roll.
 - Cash Register drawers are closed after each sale.
 - Cash Register drawers cannot be opened using a manual push button.
 - No cash is kept outside of the cash drawer.
 - A receipt is given to each customer.
 - Tapes are original on white paper (no carbon copies allowed).
 - Stand Reporting is accurate and complete and submitted by the deadline each day.
 - "X" readings are provided to Audit Staff upon request by Audit Staff at any time.

- Stands have sufficient supplies to maintain and support continuous documented sales transactions.
 - Batteries.
 - Register Tape - If a register runs out of tape or if the tape is illegible, a warning will be given for the first offense; a second offense will result in a \$50.00 fine; and a third offense will result in a \$200.00 fine and OC Fair Management will be notified for further disciplinary action.
- “Voids” are not permitted at any time.
- “No Sales” activity is limited and only performed by the Stand Manager. “No Sales” are required to be documented in the same manner as an over ring and included on the Over Ring Form as instructed on the form.
- The Audit Team reserves the right to modify reporting, standardized procedures and/or audit methods at any time to ensure accurate reporting of sales to the OC Fair.

Audit Office

The Audit Office operating hours are 10:00 AM to 6:00 PM daily Wednesday through Sunday. For immediate assistance after 6:00 PM, please contact the Commercial & Concessions Office. The Audit Office may be contacted via email at audit@ocfair.com or by phone (which will be provided separately).

Payment/Settlement Days

Payments will be based upon a percentage of the reported daily sales and include any outstanding sales (less tax) and fees. Concessionaire will be responsible for remitting payment per the following process. There will be two required progress payments during the course of the OC Fair. Payment must be submitted by noon the next day by check made payable to the OC Fair & Event Center (no cash) in the Daily Audit Bag. There will be one final settlement payment (if applicable) after close of the Fair. Payment submittal dates for associated sales reporting periods are as follows:

- Friday, August 6, 2021 (for sales and fees Opening Day through Sunday, August 1).
- **Monday, August 16, 2021 – End-of-Fair Payment Day** (for sales and fees Wednesday, August 4 through Sunday, August 15).
 - An opt-in final settlement process will be detailed during the Pre Fair Kickoff Meeting which will facilitate easier and quicker settlement at the end of the OC Fair. **Accordingly, final settlement payment or refund to reconcile opt-in estimated sales commission calculations for closing weekend will be due or payable by Monday, August 23, 2021.**
 - It is recognized that some stands may not be able to settle their final sales until closing inventory counts have been reviewed and verified.

Integrated Point of Sale System Options

The OC Fair accepts the use of Computerized POS systems, provided that detail transaction reports are made available upon request or emailed. The Concessions Audit email is audit@ocfair.com. **Daily** – all concessionaires are required to submit Z tapes and Audit worksheet.

If you are considering purchase of a new system, please contact the Commercial & Concessions Office for review to determine if proposed equipment meets OC Fair audit requirements.

B

Badging Office & Guidelines

Badges are issued to approved (see Employee Guidelines section of this Handbook) employees who are scheduled to work a **minimum of five days**. Lost badge replacement will result in a **\$35 per incident fee**. Employees working fewer than five days will receive single day admission tickets. Day-of week Badging Schedule to be provided separately and/or as follows:

- Monday - Tuesday Closed
- Wednesday - Friday See Badging Schedule for dates/hours
- Saturday - Sunday See Badging Schedule for dates/hours (Badging Office will be closed the last Saturday & Sunday of the OC Fair)

Beverages (Non-Alcoholic)

All soft drinks cups must be purchased directly from Pepsi. **Refillable cups will not be offered in 2021 due to COVID-19.**

Carbonated beverage & bottled water sizes and pre-tax selling prices are:

16 oz Soft Drink	\$3.48
24 oz Soft Drink	\$4.41
32 oz Soft Drink	\$5.34
16.9 oz Bottled Water.....	\$3.25
23.7 oz.....	\$3.94 (with Sports Cap)

Drinking Straws

To help combat the serious environmental impact of single use plastic waste that ends up sitting in landfills, floating out to sea or littering the land, the OC Fair requires concessionaires to offer biodegradable paper straws whenever possible. Plastic straws are only permitted with reusable souvenir cups or milk shake/smoothie type beverages, should not be made available in dispensers and must be distributed to patrons by counter personnel.

Booth Design and Presentation

We have established design and presentation parameters to create a professional, yet festive atmosphere for our Fairgoers. Your adherence to these guidelines is vital to maintain a continued high quality environment at the OC Fair.

OC Fair Management reserves the right to determine the appropriateness of a display or exhibit.

- With the exception of outside tents, all booths must be arranged to allow a clear sightline from the front sides of each booth. With an eight foot (8') depth, the clearance is four feet (4') on each side. With a ten foot (10') depth, clearance would be five feet (5') on each side.
- Products, displays and signage must follow the contour of the pipe and drape heights. No display is allowed outside the specified booth space.
- Displays in any building may not exceed an eight foot (8') back height including signage with the exception of approved flags, ladders or extremely tall plant displays.

Booth Standards

You are not allowed to make any alterations or permanently affix any personal property to the premises. Utility connections are not considered permanent. Under no circumstances are you to paint, remodel or renovate your assigned area without the approval of the OC Fair.

- Renters are required to submit a detailed drawing or photo of their booth with their application.
- Pop-up tents, aluminum poles and undraped tables are not permitted. Bamboo is reviewed per case.
- Table covers must be uniform and extend to the floor. Storage of supplies or boxes must be out of view.
- Booths must be kept clean and organized at all times.
- Please do not block aisles.
- Be a good neighbor at all times. Please be cooperative. Everyone is working toward the same goal.
- Child care activities are not permitted in booths.
- All areas are to be vacated at the end of each setup day. Vehicles left on site are subject to tow at the owner's expense. The OC Fair assumes no responsibility for loss or damage of property.
- Please return any unused draperies, poles and/or stands to the check in table.

Booth Decorating Materials

All renters must provide their own booth materials, supplies (i.e. - chairs, tables, display cases, signs, lighting equipment, etc) that meet with applicable rules established by the OC Fair, County and State Agencies.

Construction of Booth (Commercial/Platinum Program Merchants and Sponsors)

Merchants may begin construction and installation on Saturday, July 10, 2021 through dates and times (Sunday excluded) as follows:

Saturday through Sunday, July 10-11

INSIDE - 8:00 AM to 6:00 PM

OUTSIDE - 8:00 AM to 10:00 PM

Monday through Wednesday, July 12-14

INSIDE - 8:00 AM to 9:00 PM

OUTSIDE - 8:00 AM to 10:00 PM

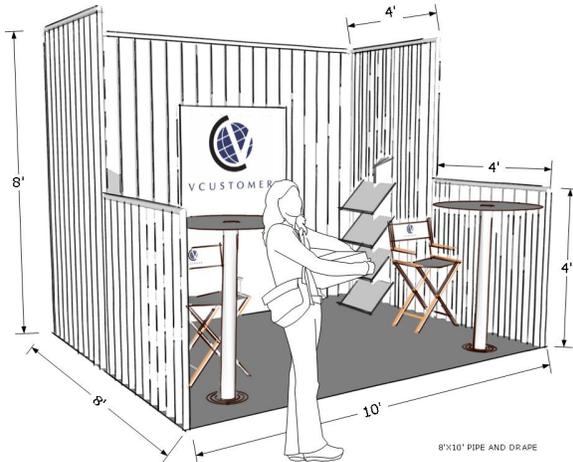
Booth signage MUST have company name and/or a dba as it appears on the Rental Agreement as the predominant signage. Example: If the Rental Agreement reads “John Doe’s Jewelry,” the signage must not reflect “Gold Jewelry.”

Booth Specifications

Parade of Products (Santa Ana Pavilion): The Exhibitor provides booth design materials. Overall height in this area including signage is not to exceed twelve feet (12’).

Carnival of Products (Costa Mesa Building) & Festival of Products (Huntington Beach Building): Exhibits must be laid out with pipe and drape as diagrammed below. Booths include an eight foot (8’) full back wall. Sides are restricted to a maximum height as indicated in each drawing.

Carnival of Products (Costa Mesa Building)



Festival of Products (Huntington Beach Building)



No part of the exhibit shall extend beyond the step-down design, or block the view to adjacent displays. Equipment furnishings such as lighting, electrical cords, carpet, tables and chairs in the booth are the responsibility of the Exhibitor.

The overall build of any exhibit, including signage, may not exceed the eight foot (8’) height with the exception being Exhibitors (Merchants) who are approved to sell products such as flagpoles and ladders.

Locator Cards

Locator cards are included in your check-in packets.

Inside Spaces - Locator cards should typically be placed in the upper right hand corner on the back wall of your display. If blocked by your display, relocate the card so it remains in clear view of the public and OC Fair Management.

Outside Spaces - Place card in public view in upper right hand corner on the back wall of your display. Food & Beverage Locator Cards should be on the right side of front window.

Screens (Food & Beverage)

Food booths/concessions stands must have screening to hide service and storage areas from public view. You must provide your own screens that are designed, with similar artwork and colors, to look like the booth, food stand or trailer. Screens must be large enough to completely surround the entire back service and storage area of the booth, stand or trailer. All trailers must have proper skirting around the perimeter to hide the under carriage, wheels, chassis and trailer hitch. All equipment used to support your operation (i.e. - ice merchants, soda coolers, oil barrels, dumpsters, etc) must be stored in the screened area.

Signage

- All signage must be approved by the OC Fair.
- Inflatable signage/displays and feather banners are **not** allowed.
- **Handwritten signage is not allowed.**
- Booths cluttered with signage promoting sales, discounts or specials do not depict a professional appearance. OC Fair Management reserves the right to determine overall booth appearance and presentation.
- Product pricing must be displayed on signage, individually marked labels or handouts. No per inquiry quote is permitted. Larger items such as vacations, home improvement, etc must post a “starting at” price.
- The OC Fair reserves the right to move, remove or relocate any signage as deemed necessary.

Sound Devices

The use of amplification equipment must be in compliance with OCFEC guidelines. Only devices such as televisions, microphones and public address systems that are required to promote your business will be considered, and use is subject to approval of the OC Fair. Volumes will be monitored and controlled so they do not interfere with the public or your neighboring exhibitors and concessionaires. If interference exists or persists, the OC Fair reserves the right to revoke your privilege of using all sound devices at any time.

Guidelines to use amplification: All speakers must be in the rear of the booth or concession stand pointing down towards the ground, and volume must remain at the level designated by the OC Fair. **Bull horns are not allowed.**

Other sound devices such as radios and other music producing equipment used for entertainment and drawing attention to your booth are not allowed.

Staffing: If you work alone and need a short break, kindly advise a neighbor that you will return shortly.

Structures

All structural designs must be pre-approved by the Commercial and Concessions Department.

Tents (Outside)

To maintain a uniform and professional look for outside displays requiring tents, the OC Fair contracts with a tent company. "Pop-up" or "E-Z up" tents will not be allowed. **No tents, canopies, awnings or umbrellas are allowed in any buildings and tent structures are not allowed for food service.**

Theme

In order to enhance the Fairgoer's experience, a theme is chosen each year. Renters are encouraged to incorporate the theme into their booth's décor. This year's theme is "Time for Fun"

Box Office

The Box Office is located at the Pacific Amphitheatre.

Box Office Hours (July 29, 2021 through August 15, 2021)

- Wednesday through Sunday, 10:00 AM to 9:00 PM. Closed on Mondays and Tuesdays.

Business Center (Carnival of Products Show Office)

Located on the northeast side of the building, just inside the entrance doors.

- Sending/receiving faxes.
- Making a limited number of copies (larger numbers can be made at nearby office supply stores).

C

CA Assembly Bill 1499 (AB 1499)

California Assembly Bill 1499 (AB 1499), effective July 1, 2018, requires all commercial exhibitors, vendors, merchants and concessionaires who make sales of tangible personal property at a California state-designated fairground (including the OC Fair & Event Center) to separately report the sales amount on their Sales and Use Tax Return. This includes sales that an event promoter makes or any vendors of that promoter participating in an event at the OC Fair & Event Center. If you or your vendors have any questions, you may contact the California Department of Tax and Fee Administration's customer service line at (800) 400-7115 Monday-Friday (except holidays) from 8:00 am to 5:00 pm (Pacific Time) or visit their web site at <http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>.

CA Department of Tax & Fee Administration (Formerly Board of Equalization)

All Merchants and Concessionaires must apply for a California State Seller's Permit number directly to the California Department of Tax and Fee Administration/CDTFA (formerly State Board of Equalization/BOE). For information and seller's permit applications, call the CDTFA at (949) 224-3212 or visit their website at www.cdtfa.ca.gov. Do not return applications to the OC Fair. Unless a valid Seller's Permit is on file with the OC Fair, you will not be allowed to set up.

Cannabis

The 32nd District Agricultural Association (OC Fair & Event Center) does not book cannabis-related events at the OC Fair & Event Center for several reasons, including without limitation, the City of Costa Mesa's Marijuana Ordinance and the OC Fair & Event Center's close proximity to schools, parks, day care centers and other areas where minors gather. This policy also extends to existing events which are prohibited from including cannabis products or activities, cannabis-related products or activities or drug paraphernalia during events held at the OC Fair & Event Center. The OC Fair & Event Center does not permit any sponsor, vendor or exhibitor to include in any marketing, advertising or information for an event held at the OC Fair & Event Center, any promotion, information or advertisement from cannabis dispensaries or third-parties that sell or promote cannabis-related products or drug paraphernalia. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products, cannabis-related products or drug paraphernalia during any event at the OC Fair & Event Center. Notwithstanding the foregoing and consistent with California law, the OC Fair & Event Center permits the sale, promotion and display of products containing seeds derived from industrial hemp, industrial hemp seed oil, or hemp seed oil derived from industrial hemp.

Carts - Golf Carts and Scooters

All motorized carts and scooters must have an OC Fair Operating Permit purchased through the Commercial & Concessions Department. Operators must adhere to ground access guidelines on the Load In Pass or as directed by Safety & Security during special events.

A permit number will be affixed to the front of your cart where it is easily visible. All non-current permits from past years and other Fairs must be removed. Unpermitted carts will not be allowed access to the OC Fair & Event Center.

Motorized carts and scooters are not allowed on the Fairgrounds at any time during public hours. As with any motorized vehicle, safety practices are no different than those observed on the highway.

To ensure a safe environment, electric & gas golf cart and scooter guidelines always apply as follows:

- Only licensed drivers listed on the cart application are permitted to drive a cart.
- Drivers must sign and have on file an OC Fair cart rules acknowledgement before being permitted to drive a cart.
- Carts are to be driven safely and at a reasonable speed at all times.
- Open alcoholic beverage containers are not allowed on any cart.
- Drivers must not be under the influence of drugs or alcohol.
- Pedestrians always have the right-of-way over carts. Drivers are to be courteous and patient.
- Carts are never to be driven inside any building or structure.
- All cart users must abide by all instructions from OC Fair Management regarding cart usage on the grounds.
- All passengers must be seated with hands and feet in the cart (occupancy is not to exceed seating space).

Failure to abide by any of the above rules will result in revocation of your cart permit for the remainder of the OC Fair.

Cleanliness

While the OC Fair furnishes janitorial services for aisles in the buildings and common areas used by the public, it is up to you to always keep your booth or concession stand clean and clear of debris. Please use trash bins.

In an effort to comply with environmental concerns, the OC Fair maintains a policy of mandatory recycling. **Please break down boxes and stack them neatly next to trash bins for recycling.** Each day is a first impression. All trash, boxes, materials, coverings and non-display items must be removed, and all cleaning must be completed at least one-half hour before opening each day. If you find an area that needs our attention, please contact a staff member at the Courtesy Booth.

Grey water cannot be dumped in storm drains, flower planters or restrooms. Please follow proper procedure, only dump grey water into sewer drains.

Concessions Meeting

Monday, July 12, 2021 @ 1:00 PM in the Action Sports Arena.

This is a mandatory meeting for food & beverage concession operators to meet with supporting agencies including the Orange County Health Department. Each food & beverage operator must be represented by ownership.

Courtesy Booth

Located in the Carnival of Products/Costa Mesa Building (Family Fair Way), the Courtesy Booth is one of the daily check-in points. Hours of operation will be one half hour prior to OC Fair opening until buildings close each day.

Courtesy Booth conveniences include: ♦ Team member to assist with questions ♦ Coffee and water for vendors only

COVID-19

Refer to Exhibit V of the Rental Agreement for COVID-19 Infection Mitigation Protocol & Procedure Guidelines. Any and all additional guidance provided by the California Department of Public Health (CDPH), OC Health Care Agency, CA Fire Marshal, OC Fair & Event Center and any other applicable entities/agencies must be adhered to as well.

Credentials & Promotional Tickets

Due to COVID-19 related attendance capacity limitations, discounted admission tickets will not be available for merchants and concessionaires to purchase in 2021.

Customer Returns

Do not use admission tickets for customer returns.

To return a purchase, instruct your customer to enter from Fair Drive, and go to the Will Call Booth at Blue Gate. Hours are 10:00 Am to 10:30 PM Wednesday – Sunday. A deposit equivalent to general admission price is required to enter the grounds for one hour.

- If the customer does not return within the allotted hour, the deposit becomes **non-refundable**. It is then used to purchase an admission ticket and scanned as paid admission.

D

Daily Building Openings

Carnival of Products (Costa Mesa Building), Festival of Products (Huntington Beach Building) and Parade of Products (Santa Ana Pavilion) are open for deliveries **two (2) hours** prior to OC Fair opening. To assure security of the buildings, access is limited. For CP & POP, enter on the west side; FP enters on the east side.

- Wednesday - Thursday 8:00 AM
- Friday - Sunday 8:00 AM

Security will **NOT** open these areas until requested by an authorized Commercial & Concessions Representative.

The public is **NOT** allowed into the building until the official OC Fair opening time. Only use the designated staffed doors.

NOTE: Special Events will supersede grounds access for booth adjustments or product restocking. Refer to the Load In Pass for more information. Special Events do not change business hours for buildings. Outside businesses may have the opportunity to open earlier to accommodate visitors.

Daily Check In

The employee responsible for working your booth is **required to CHECK IN** each morning **within the hour prior** to Fair opening. **Do not check in for neighbors or friends.** Check-in hours are as follows. Late arrivals must check in at the Courtesy Booth.

- Wednesday - Sunday:
8:00 AM to 10:00 AM

The three (3) CHECK IN LOCATIONS:

- **Front** (East) Entrance of Festival of Products (Huntington Beach Building)
- **Rear** (Northwest) Entrance of Carnival of Products (Costa Mesa Building)
- **Courtesy Booth** in Carnival of Products (Costa Mesa Building) opens ½ hour prior to opening

Failure to check in with the on-duty Commercial & Concessions Representative, or late check-in will result in a written violation, fine and may also jeopardize consideration for participation at future fairs. Booths must be staffed and operational at Opening each day. Refer to the **Load In Pass** for guidelines, dates, times and special events which affect grounds access.

Damages

You agree to promptly reimburse and pay the OC Fair for any damages to OC Fair property or equipment that you, your employees or your agents may cause.

Dead Storage

If you have any vehicles, trailers or hitches not needed during the OC Fair, they must be stored in Dead Storage. If this equipment is found parked at any other location on the Fairgrounds, it will be towed at the owner's expense. **A Dead Storage permit is required to be placed where it is clearly visible to staff while parked in the designated storage area.** The OC Fair assumes no liability for stored equipment. To obtain a permit, contact the Commercial & Concessions Office.

Deliveries and Product Restocking

Indoor Space is accessible to vehicles **two hours** prior to OC Fair opening for a ninety (90) minute period. The Carnival of Products (Costa Mesa Building) and Parade of Products (Santa Ana Pavilion) are both accessed via the west side of the Carnival of Products (Costa Mesa Building). Access to the Festival of Products (Huntington Beach Building) is located on the east side of the building. The Load In Pass is your permit to access the OC Fair. If unscheduled special events develop, the Parking Department will direct you to areas of access. We will do our best to accommodate changes.

Outdoor Space – May be accessed two hours prior to opening, or as listed per the Load In Pass to accommodate Special Events.

Deliveries must be made through Gate 5. All motorized carts must have a permit. Violations may result in the loss of privilege to use the cart. Carts are subject to the same policies as vehicles.

Golf carts and all other vehicles are not allowed on the Fairgrounds at any time during public hours. During OC Fair hours, you must use handcarts to transport items from parking areas or storage lots to your location.

Food & Beverage Owners/Managers – Please advise your suppliers that they must register with the Commercial & Concessions Department for approval to access the grounds. Ask them to call (714) 708-1573 or email vendors@ocfair.com.

Drawings, Prize Offerings and Lead Gathering

Drawing and Lead Gathering Information Forms may not ask for personal information other than name, address, email and phone number.

Pre-registration and approval is required to hold a drawing. Unapproved drawings will result in a \$50.00 fine and potential suspension of booth operation pending management review.

Free drawings must be held at your booth in front of a public audience during OC Fair hours. Winner's name, address and phone number must be submitted to the Commercial & Concessions Office by 11:00 PM on closing night of the OC Fair or by 11:00 PM on the day of each drawing if multiple drawings are conducted.

Signage must indicate type of program that patrons are registering for, and state "winners need not be present to win (i.e. - timeshare, membership, real estate development, product, services, etc)."

Self-generated leads, giveaways/prizes offered are to be conducted within leased space only. Outside companies, games of chance, gambling or other activities involving money as a prize or a premium for giveaways to patrons are strictly prohibited.

Raffles are not permitted under any circumstances.

Holding drawings outside of OC Fair dates and operating hours invalidates the drawing, and may affect your ability to conduct drawings and/or participate at any future OC Fair.

E

Electrical

All electrical installations must conform to the National Electrical Code (NEC). Your electrical service will be determined from the information provided on your application.

Electrical Guidelines

- All cords, 110v/20amps and less must have Household Edison plugs and be #14/2 gauge or heavier wire.
- All extension cords and electrical appliances must be grounded three-pronged or double insulated types. No two-pronged ungrounded extension cords or electrical appliances will be permitted on the premises unless it is clearly marked on the exterior of the product by the manufacturer that the product is double insulated.
- Electrical appliances such as fans, computers, coffee makers, microwave ovens and televisions that are for the convenience of the Exhibitor/Concessionaire and not a part of the exhibit itself may overload the electrical system servicing each booth's or stand's exhibit. Power failure in specific areas may occur as a result of the overload. If the need arises, you may be required to remove any and/or all of these items from the premises.
- **Use of butane in any building is prohibited.**
- All hard wire connections to OC Fair electrical distribution lines must be made by OC Fair electricians.
- Extension cords and electrical motors are not provided by the OC Fair.
- Non-electrical motors are not permitted to be operated without prior written approval of the OC Fair.
- Zip cords are not permitted.
- All wire gauge must match amperage per National Electric Code (NEC).

The OC Fair will not be responsible to an Exhibitor/Concessionaire for any loss arising out of Exhibitor's/Concessionaire's use of premises nor for loss or damages resulting from power interruptions and utility failures.

- **If you have a mobile food stand, you will be expected to provide fifty feet (50') of correctly sized cord.**
- **If you have a stock truck, you will be expected to provide one hundred feet (100') of correctly sized cord.**

Should you arrive at the area with the wrong length or size cords, there may be a delay in receiving electrical service. **You are required to bring your own cords.**

The OC Fair standard 50amp/208volt single phase connection utilizes ANSI C73-111/NEMA SS2-50 Twist Lock Cord Cap. **You must identify/tag all of your power cords for each stand.**

Employee Guidelines

The OC Fair is an Equal Opportunity Employer expecting all participants to follow the same guidelines. We strive to maintain a high quality, professional atmosphere. All employees must be appropriately dressed and conduct themselves in a professional and courteous manner at all times. Each Merchant/Concessionaire owner and manager is ultimately responsible for any claims, liabilities and actions relating to the conduct and representation of their personnel.

Megan's Law

Every owner, manager, volunteer and employee eighteen (18) years of age or older having access to or employment at the OC Fair & Event Center must be cleared through a Megan's Law website. The Megan's Law Form is included with every contract that has been emailed. It is your responsibility to complete, sign and submit this form to the OC Fair Commercial & Concessions Department. **The Commercial & Concessions Department fax number is 714-708-1966.** Your signature verifies that you have checked all names through one of the sites provided on the Megan's Law Form.

Work Permit Law

If you employ youth under the age of eighteen (18), you are required by law to see that each holds a valid work permit. You are also required to adhere strictly to all applicable child labor laws.

Evaluations

The OC Fair strives to produce a quality, attractive and family oriented event for our Fairgoers.

The evaluation process was designed to meet and maintain quality standards, not to guarantee exhibitors and concessionaires an invitation to return to future OC Fairs. **Applications are reviewed and Rental Agreements issued at the sole discretion of OC Fair Management on an annual basis.**

To maintain standards developed and evaluated in previous years, all booths and concession stands will be photographed. These images will become a part of staff evaluation. The OC Fair also reserves the right to utilize outside evaluators.

Evaluations are based on the general appearance of the booth, management practices, personnel performance and compliance with rules and regulations outlined in this Handbook. It is your responsibility to familiarize your employees with the Handbook. Evaluation criteria are as follows:

Commercial Exhibitor evaluations will be based upon, but not limited to:

- Observation of scheduled hours of operation.
- Complete and accurate paperwork as well as payments submitted in a timely manner.
- Company name & dba prominently displayed as listed on the Rental Agreement (R/A).
- Locator card prominently displayed.
- **Professional signage (handwritten signage is not allowed).**
- Items sold that are listed on Rental Agreement. Only approved items are listed on the R/A.
- Booth maintained neat & clean at all times.
- Business and merchandise confined within the designated rental area.
- Product pricing clearly marked and/or handout available.
- Lead generating exhibitors must post a "starting at" price (clearly marked and/or on handout).
- Refund/Exchange policy prominently visible in booth.
- Overall booth appearance.
- Booth/Area set up within assigned space.
- Staff appropriately attired & neatly groomed.
- Booth personnel always wearing a name tag or OC Fair issued photo ID Badge (and always able to produce OC Fair issued photo ID if not visibly displayed).
- Staff not smoking, consuming alcoholic beverages **or** wearing alcohol wristband.
- Properly staffed to booth size.
- Customer service and consideration provided to neighboring booths.

Concessionaire evaluations will be based upon, but not limited to:

- Observation of scheduled hours of operation.
- Complete and accurate paperwork as well as payments submitted in a timely manner.
- Company name and dba prominently displayed as listed on the Rental Agreement (RA).
- **Professional signage (handwritten signage is not allowed).**
- Menu and menu prices clearly visible. Pricing must state "plus sales tax."
- Attractive and clean stand appearance maintained at all times.
- Cleanliness of condiment, inside and preparation/storage and seating areas.
- Food properly stored and/or refrigerated at all times.
- Sewage/waste water properly disposed.
- Proper fly control and pest prevention measures.
- Business conducted within assigned space with noise at reasonable level.
- Cooperating with neighboring stands at all times.
- Stand appearance that always meets OC Fair Management standards.
- Achievement of revenue expectations.
- No part of register blocked from view.
- Ringing of each sale and closing of cash drawer after each transaction.
- Personnel always in uniform (shirt and/or apron, and hat/hair restraint) with concession name showing.
- Stand personnel always wearing a name tag (and able to produce OC Fair issued photo ID Badge).
- Courteous, responsive, professional, neat and well-groomed personnel at all times.
- Adherence to "no smoking," eating, chewing gum and/or drinking of alcohol in booth at all times.

F

Fire Marshal Regulations

The State Fire Marshal (SFM) has jurisdiction at the OC Fair. The following guidelines are provided for your convenience. For a complete listing of applicable SFM regulations, visit the website at www.osfm.fire.ca.gov.

- SFM may enter any portion of any exhibit space or booth on the grounds of the OC Fair at any time for the purpose of inspecting the premises for fire and life safety.
- No display or exhibit shall be installed or operated that will interfere in any way with access to any exit or visibility of any exit sign.
- No display shall block access to firefighting equipment such as fire extinguisher stations, fire alarm pull station, fire hose cabinets or fire hydrants.
- No display, exhibit, booth or temporary construction shall be built of highly combustible material.
- Any paper or fabric used in displays or exhibits must be fire resistant or treated with an approved fire retardant solution prior to use. All draped, hanging curtains and other decorative material, including Christmas trees, that would tend to increase the fire and panic hazard must be made from nonflammable materials or treated and maintained in a flame-retardant condition by means of a flame-retardant solution process approved by the SFM. Documentation must be maintained of the flame-retardant product(s) used.
- Electrical equipment and installation will be inspected and approved by a qualified person acceptable to SFM.
- The use and handling of any flammable or combustible liquid will be subject to approval by SFM. Location of such material will be noted.
- Location and use of portable containers of Liquefied Petroleum Gas (LPG) or other compressed gas cylinders inside buildings or tents is subject to approval by SFM.
- Cooking performed by a Commercial Exhibitor may be allowed only in approved locations with approved equipment. Prior approval by SFM is required.
- No open flames are allowed.
- Bark dust or like material must be kept moist at all times.
- All concession stands must have an approved fire extinguisher with a minimum rating of 10-BC. All portable fire extinguishers must be serviced annually by a licensed California Fire Extinguisher company.
- A California licensed company must service all Automatic Fire Extinguishing Systems (Hood System) every six (6) months. The company performing the service must be licensed by the California State Fire Marshal's Office and possess an Automatic Systems License or possess a C-16 license issued by the California State Contractors Licensing Board.

The following fire and life safety requirements shall be applicable for all tents, awnings and fabric-covered enclosures. Locations and use of items is subject to approval by both the OC Fair and SFM.

- All tents, awnings and other fabric-covered enclosures must be made from a nonflammable material or treated and maintained in an approved flame-retardant condition. Documentation must be maintained with the tent or awning.
- All tents occupied by eleven (11) or more people must bear the seal of the SFM.
- No smoking is allowed in the tent. NO SMOKING signs must be visibly posted.
- No vehicles are to park on a street closer than twenty feet (20') from the tent or within one hundred feet (100') of a tent unless it is necessary for the operation of the tent.
- No open flame device will be permitted in any tent or tent structure.

Access & Egress – Exits, aisles, ramps, corridors and passageways shall not be blocked or have their required width obstructed in any manner by vehicles, turnstiles, exhibits or concessions, chairs, equipment or anything else whatsoever, including people.

Food Safety Certification

Food Safety Certified means you or at least one of your employees at each concession location has basic knowledge as to the causes of food borne illness and its prevention, has passed an approved examination and possesses a valid certificate in food safety. The OC Fair & Event Center strongly encourages all concession partners to be actively participating in ongoing food safety training and to always have current certification. Food safety is treated as one of the highest of priorities by OC Fair management.

By California Law, at least one owner/manager of every restaurant facility (that handles unpackaged potentially hazardous food) must be **Food Safety Certified** by an approved program. If the trained staff member should leave, the owner/operator has up to sixty (60) days to certify another staff member. If the facility sells only prepackaged food or beverages such as dried fruit, nuts, jerky and bottled or canned beverages, certification is not required. The OC Fair is committed to adhering to this same standard. **An original Food Safety Certificate should be maintained at each facility for verification during an inspection.** For additional information, visit <https://www.premierfoodsafety.com/food-handlers-card/california>.

A copy of the Food Safety Certificate should also be on file with the Commercial & Concessions Office. Certificates must be renewed prior to expiration, and a new copy submitted to the Commercial & Concessions Office.

Certified Food Safety educational resources as follows:

- American Food Safety Institute (800) 723-3873 www.americanfoodsafety.com
- California Restaurant Association (800) 765-4842 <https://www.calrest.org>
- National Restaurant Association (800) 424-5156 <https://restaurant.org/home>

California Food Handler Card

The California Food Handler Card law became effective in 2011. Accordingly, the OC Fair & Event Center strongly encourages every food concession (Temporary Food Facility) owner/operator to ensure that all employees involved in the preparation, storage or service of food have a valid Food Safety Certificate from an approved program. Food Handler Cards are valid for three (3) years. Cards issued by San Bernardino, Riverside or San Diego Counties (unless there is an ANSI accredited stamp) cannot be accepted anywhere but within the issuing county. For additional information, visit <https://www.statefoodsafety.com/california-food-handlers-card>.

Food Sampling

If you are selling or handing out samples of prepackaged food products, you must follow all guidelines outlined in this book and set by any governing agency. All F&B related displays are subject to OC Health Care Agency guidelines.

Due to COVID-19 protocols, sampling is restricted to prepackaged products only. All samples are subject to OC Fair review and approval on a per case basis. Beverage samples are limited to a two (2) ounce package. Alcohol sampling is not allowed.

Future Delivery of Merchandise

If you intend to accept payment from patrons for goods or services to be delivered at a future date, you must post the following notice in a prominent location: **“The OC Fair does not guarantee future delivery of any item or return of any deposits.”**

If your company has a statement evidencing adequate protection for the customer, email a copy with verbiage to vendors@ocfair.com.

G

Government Regulations

Your exhibit or concession must be conducted in a manner that strictly conforms with all applicable:

- Laws of federal, state and local authorities.
- Public safety and fire regulations.
- Rules and regulations of state and local health authorities, including but not limited to copyrights, patents, trade names and trademarks.

You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange. You must also obtain all licenses applicable to the operation of your exhibit, and are responsible for any city, county and state permits and licenses required by law.

Gratuities & Gifts

“Tip” jars or towels are not allowed on food stand counter tops, nor is any signage that encourages tips. Though tips may be gratefully accepted, the solicitation of “tips” either visually or vocally is strictly prohibited. Tips that are accepted must be quietly placed in a receptacle under the counter/out of sight.

If any OC Fair employees or officers ask you for gifts or free services such as food, merchandise, rides or money, notify the Commercial & Concessions Office immediately. Contractors are not expected to offer nor are they obligated to extend free or discounted food or merchandise to employees and Directors of the 32nd District Agricultural Association (OC Fair).

Grease

Full barrels are exchanged, not pumped. Gates or access entrances must be accessible for easy removal by the grease vendor. Cooking oil must be placed in the proper grease barrels, not in cardboard boxes near dumpsters, nor poured into trash barrels or drains.

The grease barrel program for the OC Fair will be as follows:

- There will be a “Grease Barrel” sign-up sheet located in the Maintenance Operations Office. It is important that Concessionaires sign up in order to receive service.
- Facilities staff will distribute empty barrels as requested pursuant to “Grease Barrel” sign-up.
- Facility Operations will provide the grease removal company with a map showing stand locations where the empty grease barrels were placed at delivery. Do not personally pick up empty barrels unless instructed by the Facility Operations Staff.
- Grease may only be disposed of into the grease barrels.
- The grease removal company will pick up full grease barrels on the following dates:
 - Mondays, July 19th and 26th and August 2nd, 9th and 16th.
- All grease barrels that are placed in the Main Mall back of house areas will be pumped; DO NOT relocate or move barrels without the assistance of Fair staff. For assistance please contact the Maintenance Operations office.
- Maintenance staff will not pick up any grease containers placed with trash for pick up.
- **Violators will be fined and charged for cleanup.**

Grease Interceptors

In a collaborative and environmentally conscious effort, between Concessionaires and Fair staff, to mitigate introduction of waste material into the OC Fair & Event Center plumbing system, **Concessionaires are responsible for installing and maintaining fixed or portable grease traps at all grease and foreign substance generating food & beverage locations.**

H

Handbook

By this reference, the handbook is incorporated into and becomes a part of the signed Rental Agreement indicating that the Renter agrees to abide by the Rules and Regulations of this handbook. It is also agreed and assured that all employees have been made aware of its contents.

Health Department

If you are selling or handing out samples of prepackaged food products, you must follow all guidelines outlined in this book as well as those set forth by governing agencies.

Exhibitors such as food, cookware and health demonstration vendors, etc, and food concessionaires are required to have an Orange County Health Department Permit.

Health Permits – Obtained directly through the Orange County Health Department **prior to the Fair** by contacting the **Special Events Program at (714) 433-6080**. Food Vendor information and permit applications can be downloaded at www.ocfoodinfo.com/TFE. All food vendors must obtain a Temporary Food Facility (TFF) permit at the OC Fair unless said vehicle has an annual OC Mobile Food Facility (MFF) permit. There is a fee for the permit. **Refer to www.ocfoodinf.com/TFE for updated Temporary Food Facilities (TFF) documents.**

For any booths, trailers and trucks new to Orange County, or existing trailers and trucks with a remodel (change in menu, equipment or operation), contact the Special Events Program at least two months in advance of the OC Fair to guide you through the permit processing requirement prior to the Fair.

Orange County Health Department Contacts:

Special Events Program

Phone: (714) 433-6080

Email: ehSpecialEvents@ochca.com

Website: www.ocfoodinfo.com/TFF

OC Health Department Address:

1241 E. Dyer Road, Suite 120, Santa Ana, CA 92705

Health Guidelines

Your booth or stand must be staffed at all times and there must be a person of authority, such as an owner or manager on the premises while the OC Fair is open to the public. The following guidelines must be followed at all times and will be part of your health inspection.

- **Refer to Exhibit V of the Rental Agreement for COVID-19 Infection Mitigation Protocol & Procedure Guidelines. Any and all additional guidance provided by the OC Health Care Agency, California Department of Public Health (CDPH), CA Fire Marshal, OC Fair & Event Center and any other applicable entities/agencies must be adhered to as well.**
- Food shall be cooked to the following internal temperatures:
 - 145°F for eggs, fish, single pieces of meat including beef, pork, veal and lamb.
 - 155°F for fifteen (15) seconds for ground meat (except ground poultry)/any food containing ground meat.
 - 165°F for poultry, stuffed meat products and ground poultry.
 - Perishable foods must be maintained at or below 41°F or at or above 135°F.
- Steam tables may not be used for cooking, reheating or defrosting.
- Defrosting should only be performed in the refrigerator, microwave, under cold running water or during the cooking process. Below Cal Code refers to thawing of potentially hazardous foods. Section (c) provides the details on microwave thawing.

114020. Frozen potentially hazardous food shall only be thawed in one of the following ways: **(a)** Under refrigeration that maintains the food temperature at 41°F or below. **(b)** Completely submerged under potable running water for a period not to exceed two hours at a water temperature of 70°F or below, and with sufficient water velocity to agitate and flush off loose particles into the sink drain. **(c)** In a microwave oven if immediately followed by immediate preparation. **(d)** As part of a cooking process.
- All food servers are to observe approved personal hygiene practices.
- Hands must be washed prior to each shift, after visiting the restroom, and after committing any acts that contaminate the hands.
- Servers must be free of communicable diseases that can be transferred through food.
- Employees must restrain long hair by pulling it back and securing it firmly.
- For BBQ, only foods which are being cooked may be placed outside. All food holding, preparation and serving must be conducted inside the vehicle or booth.
- Food operations situated/performed outside of a trailer or booth may require additional permits. Contact the Health Department for review and approval.
- Remote storage may need additional permits.
- Condiment tables must be cleaned and sanitized regularly.
- Condiments should be served in squeeze containers or individual prepackaged packets or containers.
- Handwash sinks must be able to deliver constant flow of warm water to the spigot. Waste water must either be connected to a sanitary sewer line, or drain into an appropriately sized and enclosed waste tank that is integrated into the handwashing station.
- Concession stands must have adequate refrigeration for storage of perishables at or below 41 degrees Fahrenheit. Deliveries of all perishable items must be refrigerated immediately. Delivery of foods must be checked for damage and proper holding temperatures.

- Perishable food used in a display and not maintained at required temperature cannot be served to the public at any time (and must be disposed of in the trash at end of day).
- Food may be displayed in Plexiglas enclosed casings and all display food must be destroyed after use.
- Employees must be instructed to keep stand or trailer doors closed.
- Open food operations must be fully enclosed or the food must be protected within food compartments.
- Employees must follow the proper procedure for providing drink refills.
- Holding tanks or sinks with drains must be used for water only.

If you are cited for critical violations on your Health Department Inspection, your health permit will be suspended until the critical violations are corrected and you pass re-inspection. If you fail your re-inspection or are cited for critical violations, you will be closed until the violations are corrected. Critical violations are those which may compromise public health and result in food borne illness if not corrected immediately. Additional fees will be charged to cover the inspector's time. If you have any questions regarding Orange County Health Department requirements, please **contact the Special Events Program at (714) 433-6080**.

Common critical violations include, but are not limited to:

- Time/temperature violations that may include insufficient refrigeration or improper cooling or heating procedures.
- Lack of hot or cold water.
- Improper warewashing (lack of sanitizer).
- Surfacing sewage.
- Cross connection of potable water and sewage.
- Improper food handling or storage procedures.
- Cross contamination.
- Handwashing sink inaccessible or without soap and paper towels.
- Vermin - cockroaches or rodent infestation.
- Gross unsanitary conditions.
- Lack of power/electrical failure.
- Lack of person in charge with ability to take immediate action and address public health concerns.

Helium Balloons

Helium balloons may not be distributed or sold inside or outside the facility. With the prior approval of the OCFEC, helium balloons may be used when they are permanently affixed to a booth display. If helium balloons are released for any reason within the facility, labor and equipment costs associated with the removal of the balloons from ceilings shall be charged to the Renter. Additionally, helium balloons may not be released into the outside environment from the premises of OCFEC.

Hours of Operation

OC Fair hours are listed in the front of this Handbook. You will also receive a LOAD IN Pass that identifies scheduled Special Events to be held during the OC Fair. Restocking hours and grounds access will be affected by these Special Events. Safety & Security may adjust times of grounds access to accommodate the public.

You are required to be open all hours of the OC Fair. Daily maintenance, restocking and preparations are to be completed each day prior to opening of the OC Fair. Food stands must remain operational until closing time or as long as necessary to serve our guests. **All buildings will be locked and secured on Mondays and Tuesdays, with no access allowed.** Please refer to front of this handbook for specific operating hours. **Restocking/booth adjustments are only allowed/possible during hours listed on the Load In Pass.**

I

Insurance

- Refer to Exhibit B of the Rental Agreement for insurance terms and conditions.

J

Janitorial Services

The OC Fair provides janitorial services for aisles in the buildings and areas used by the public. However, it is up to you to always maintain your booth or concession stand clean and clear of debris. You are also responsible for the service, maintenance and landscaping of your assigned space. For more information, see *Cleanliness*.

L

Liability

The OC Fair is not responsible for loss or damage to your property. The parties agree that this Agreement does not convey or let any interest of the OC Fair in any real property, and occupancy of premises by Exhibitor/Concessionaire, the acceptance of rent or commission by the OC Fair during the term of, or under any holdover shall not, under this Agreement, confer on Exhibitor/Concessionaire any title, interest or right in real property as to “premises” against the OC Fair & Event Center.

Load In (Pre Fair) - Preliminary Plan

Below information is subject to change as plans are finalized. All mass communications are via email.

Concessions (Food & Beverage) - Move in begins Monday, July 5, 2021

Commercial (Merchants) - Move in begins Saturday, July 10, 2021

- July 10-11, 2021 8:00 AM - 6:00 PM
- July 12-14, 2021 8:00 AM - 9:00 PM

Above closing hours pertain to indoor Merchants (Carnival of Products, Parade of Products & Festival of Products).

Outside Merchants and Concessionaires may set up until 10:00 PM.

RV/Campground - Move in begins Monday, July 5, 2021

During move in, you are required to offload all display materials and tools. To avoid congestion and ensure adequate traffic flow, vehicles/trailers must be quickly moved to a designated or permitted parking lot.

Load Out (Post Fair)

Final Sunday - Tear Down & Move Out

Tear down and/or move out is not permitted prior to the closing announcement at 11:00 PM on the final night of the OC Fair. Failure to comply may affect future participation in the OC Fair.

Move Out Procedures - Carnival of Products (Costa Mesa Building), Festival of Products (Huntington Beach Building) and Parade of Products (Santa Ana Pavilion). These buildings and the Courtyard will be closed and locked at

11:00 PM to clear the areas of patrons. For security purposes, a minimal number of doors will be opened at approximately midnight for anyone hand-carting merchandise.

Outside Procedures

Outside exhibitors must remain open until 11:00 PM, but have the option of staying open until midnight.

For safety purposes, vehicles will not be permitted on grounds until Parking and Safety & Security Departments determine it is safe to do so, **generally no earlier than 2:00 AM** or when the property is deemed safely clear of patrons. Staging and exit instructions will be distributed on closing day.

It is recommended that all valuables be removed on closing night.

THE OC FAIR IS NOT RESPONSIBLE FOR LOSSES OR DAMAGES.

All tear down and removal of property must be completed by Noon on Tuesday after the OC Fair. The Carnival of Products (Costa Mesa Building), Parade of Products (Santa Ana Pavilion) and Festival of Products (Huntington Beach Building) areas may be accessed during normal business hours from **8:00 AM to 5:00 PM on Monday and 8:00 AM to Noon on Tuesday.**

If a renter fails to adhere, the OC Fair may remove exhibit materials or concession stand to a holding area at the renter's risk and expense.

Additional Fees will be assessed to exhibitors and concessionaires not returning their space to move in condition. Dumpsters will be provided at various locations to accommodate trash during tear down. Your cooperation is appreciated.

Lodging

The OC Fair has partnerships with several area hotels. For a complete listing, see the Hotel Partners section of our web site.

For RV parking, refer to the RV Accommodation section of this handbook. RV spaces are limited.

M

Megan's Law

You, all employees and volunteers eighteen (18) years of age or older who will be working at the OC Fair must be listed on the Megan's Law Form. By signing this form, you verify that everyone listed has been cleared. For more details, see *Employee Guidelines*.

Menus & Pricing

If your operation requires a menu, it must be easily visible and legible from the front of your concession stand. You must also visibly display any special promotion(s) and Health Department signage required or distributed by the OC Fair.

All proposed menu items and applicable prices **must be submitted to the Commercial & Concessions office by no later than June 18, 2021 for review and approval.** To maintain variety and balance, the OC Fair will notify Concessionaires of approved menu items. When determining pricing, OC Fair menus should exclude current (7.75%) Orange County Sales Tax. **Menu boards must read "plus tax."**

Any changes to your menu must be justified and preapproved in writing by the Commercial & Concessions Department.

Merchandise

Official OC Fair merchandise is covered under the OC Fair Merchandise Concessions Agreement. Items prohibited from sale or distribution by other contractors includes but is not limited to Official (OC Fair) Merchandise. Product line and artwork are required to be approved by the OC Fair. Final commission payment is subject to review and comparison of inventory sales (physical item unit depletion x selling price) versus cash register receipts. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales. Correct opening and closing inventory counts as well as in-Fair additions to inventory are required to perform accurate comparative review.

Microphones

Use of microphones/amplification devices is a privilege, not a right, and will be monitored closely. Refer to Sound Devices under *Booth Design and Presentation* for more information.

Motorized Vehicles

Any motorized vehicle that is part of your display must be approved by the OC Fair in advance and remain in place during the entire OC Fair. If you are exhibiting vehicles powered by internal combustion gasoline engines inside buildings, guidelines apply as follows:

- Gasoline must be drained from the tank allowing only enough fuel to enable the vehicle to drive in and out of the building (no more than ¼ tank of gasoline).
- To deter removal, the gas cap must be taped in place.
- The battery or batteries must be disconnected and terminals must be taped with electrical tape.
- Vehicles must be inspected by OC Fair Management.
- Vehicles must be available for inspection by the State Fire Marshal.

N

Novelty Items

Novelty items are covered under the OC Fair Novelty Concessions Agreement. Items prohibited from sale or distribution by other contractors includes but is not limited to *balloons (helium or air), patches, trinkets, buttons, inflatable toys, glow-in-the-dark items and stickers.*

O

Offensive Items

The OC Fair is a family oriented venue. As such, we reserve the right to prohibit the sale, rental or display of any item reasonably deemed objectionable from the standpoint of taste, quality or compatibility with the OC Fair. Items that will not be considered for sale, giveaway or rental include but are not limited to stun guns, switch blades, brass-knuckles, lasers, high-powered water guns, rubber band guns, toy guns, stickers, confederate flags and pornographic and drug-related items.

P

Parking

Vehicles are not allowed inside buildings at any time, for any reason.

- Parking lots and roadways will be under the exclusive and absolute control of the OC Fair.
- Streets must be kept open for emergency vehicle access and OC Fair maintenance.

Exhibitor & Concessionaire Parking

Commercial & Concessions personnel are provided designated offsite parking in Lot E at Orange Coast College (OCC) on a first come, first served basis. Onsite lots at the OC Fair are for OC Fair patrons. **The OCC-Adams Lot is no longer available for OC Fair use.** Additional offsite parking availability is currently being pursued.

Preferred vendor parking is available in Action Sports Arena for an additional fee. Spaces are limited and sold on a first come, first served basis.

Liability Limitations of Parking

The OC Fair hereby declares it is not responsible for fire, theft, damage to or loss of vehicles or articles left therein. Any person visiting the OC Fair & Event Center premises, who parks in any non-designated area, does so at their own risk, and is subject to towing and storage fees.

Overnight Parking

Overnight parking is a convenience offered to contractors who must leave a vehicle overnight. **This is not intended for additional stock vehicle parking.**

It is necessary to obtain an “**OVERNIGHT PARKING PERMIT**” from the Courtesy Booth for any vehicle left overnight. Permits are issued at the OC Fair’s discretion. **Vehicles parked overnight without an Overnight Parking Permit are subject to towing.**

Stock Trucks

Stock truck parking space may be purchased and is assigned on a first come, first served basis. Stock trucks are NOT permitted in the campgrounds.

Postal Service

Incoming and outgoing mail may be picked up and dropped off on property at the Business Center/Courtesy Booth. U.S. Post Office locations are at 2230 Fairview Road (at W. Wilson Street behind the 7-11), at 3101 W. Sunflower & S. Susan Street, and at 1590 Adams Avenue on the opposite side of street from Vons Shopping Center.

Power Conservation

If you are not from California, please understand that we are serious about “flexing our power” to conserve energy. Conservation is mandatory, and OC Fair staff will be monitoring everyone for compliance. Violators will have their power cords disconnected, so please adhere to all guidelines as follows:

- All lights and other non-essential equipment must be turned off when the OC Fair closes each day.
- Exterior light usage should be kept to a minimum during daylight hours.
- **Only one hot tub or spa will be allowed to heat water with land power.**
- Any device not used as part of an exhibit/concession (such as a coffee pot, microwave, refrigerator, toaster oven or any electrical appliance) is not allowed. The OC Fair reserves the right to have these appliances removed from the premises.

Products, Services and Merchandise

Only approved items listed on your Rental Agreement may be offered for sale.

You are not allowed to sell, give away or display any items not specified in your Agreement. It is the goal of OC Fair Management to maintain a diverse and equitable market mix of products at the OC Fair.

Propane

The OC Fair does not provide propane service. If you require propane, you will need to make your own arrangements. Please see the local purveyors list on our web site.

Propane lines and piping must be approved by the OC Fair. All gas lines/pipes must have a valve at the entry to the concession stand and you must turn off the gas supply at closing time each night. All compressed gas cylinders, full or empty, must be securely chained to prevent tipping or falling over.

Purveyors/Suppliers

Purveyors not approved prior to the opening of the OC Fair will not have access to the grounds to make deliveries. Each purveyor must have an application and insurance information on file with the Commercial & Concessions Office. If your supplier is not on the approved list, please have them contact the Commercial & Concessions Office at (714) 708-1573.

R

Rain

In case of rain, all outside stands and booths may be covered to protect merchandise. Once the rain stops, you will need to immediately remove the covers and reopen your operation for the remainder of the day. This event is rain or shine.

Recycling / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all Commercial & Concessions partners while on property during the OC Fair. It is of utmost importance that all operators adhere to direction provided by OC Fair staff.

Refunds

Rental space fees are non-refundable except for reasons as follows:

1. If the OC Fair deems it necessary to relocate a space and contractor is not in agreement, the contract will be terminated. A credit of monies paid, less any applicable fees, will be refunded.
2. If the OC Fair is notified in advance of a no-show, an attempt will be made to resell the space. If space is resold, a refund will be provided, less a 10% administrative fee, with the exception as follows:
 - If space is resold for less than the original fee - ***NO REFUND***.

Returned Checks

If a check is returned for any reason, your personal and business checks will no longer be accepted. Additionally, an administrative fee of \$25.00 will be charged for each returned check.

RV Accommodations

No tent camping will be permitted in the RV Park or anywhere on OC Fair property. Camping fees are effective beginning on designated move in day.

Additional camping days prior to move in or after move out will be charged at the daily individual camping rate.

RV space may be purchased for the OC Fair. Spaces are limited and assigned on a first come, first served basis. **The entire fee must be submitted as specified on Rental Agreement.**

The RV Park is offered as a convenience. This area is not set up for full service. Alternative arrangements are recommended if complete and unlimited utilities and services are desired.

RV spaces are designed to accommodate one camping vehicle (and one personal vehicle if space allows). All additional vehicles must be parked off site in a to-be-determined designated area. Paid permit will be required. Offsite dry stock truck parking availability is currently being pursued. **The OCC-Adams Lot is no longer available for OC Fair use.**

Confirmed RV passes are included in the credential packet. The RV Park access pass does not allow for parking personal or tow vehicles on fairgrounds parking lots.

You must provide your own heavy-duty extension cord to connect to the electrical box. Be prepared to use at least a fifty foot (50') cord. See **Electrical** section on page 15 for proper cord requirements.

Water lines with faucets are placed at approximately forty foot (40') intervals. It is each camper's responsibility to have enough hose and a "y" fitting for the water connection.

It is prohibited to allow waste or grey water to drain on the ground. Anyone dumping waste or grey water on the ground will be asked to leave the RV Park immediately without a refund.

CAMPERS ARE REQUIRED TO CAP ALL SEWER HOSES. ANYONE NOT IN COMPLIANCE WILL BE TOWED FROM THE FAIRGROUNDS AT THE OWNER'S EXPENSE.

The overnight vehicle permit allows a vehicle to remain in the specified parking lot overnight. Any vehicle without a permit that remains on grounds overnight will be towed.

To make the RV Park experience as pleasant as possible, a RV Park Supervisor is available to assist with locating RV spaces and address RV camping concerns. Comments or suggestions are welcomed.

All persons staying in the RV Park must have a photo ID and sticker.

All vehicles must vacate the RV Park by no later than 12:00 Noon on the Wednesday after the OC Fair ends. Vehicles left on grounds after this time will be towed at the owner's expense.

Animals in the RV Park

- All dogs/animals are required to be fenced or caged within the RV space. The fence must be securely in place at all times.
- Animals must be kept on a leash at all times when out of the secured RV space.
- Anyone bringing a dog/animal into the RV Park must clean up after it. Disposable bags to assist with this requirement are provided for convenience. These bags are located in a dispenser attached to the fence by the RV Park entrance. Non-compliance with this requirement will result in loss of pet privileges.
- Unless used in a display or exhibit, animals are not allowed within the Fair Zone. Assistance Dogs are the only exception to this policy.

S

Safety

Forklift Operations

- Operator must wear hard hat ANSI class A and seat belt.
- No carrying of passengers.
- Driver's area will remain unobstructed to maintain safe and proper operation of equipment (no storage of stock, objects, etc).
- Operator must have proper passenger carriage when lifting a person.
- No standing/persons on forks while operating.
- Check oil and propane.

Roller Skates/Blades, Skate/Hover Boards, Razor Scooters, Segways, Bikes, Drones and Other Flying Machines

OC Fair & Event Center Policy prohibits the riding, operation or use of roller skates/blades, skateboards, hover boards, razor scooters, segways and bikes within the OC Fair event footprint. Mobility devices such as motorized wheelchairs, manually driven wheelchairs, mobility scooters and wheeled walking assistance devices operated by person(s) with disability are exempt from this rule. Operation or use of drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes and sized are strictly prohibited.

Security

Please do not leave your booth or concession stand unattended at any time during operating hours. You should also secure/conceal all valuable items when leaving the building after closing.

Roving Security will be on duty from closing until buildings open to the public the following day. Valuable items that are easily portable such as televisions and DVD players should be removed from outdoor booths each night at closing or properly secured and concealed.

Please note that the OC Fair is not responsible for lost, damaged or stolen merchandise. The OC Fair & Event Center strongly recommends that all vendors and concessionaires obtain and carry temporary insurance coverage throughout the run of the OC Fair for business property and personal belongings. Losses or damage should be reported immediately upon detection to Security at (714) 708-1588.

Sewer Connections

All drain and sewer connections will be subject to OC Fair approval. All sewer lines have been cleaned and prepared for your connection in advance of your arrival. All concessionaires must have a grease trap installed between the unit and point of connection to the sewer. A grease trap cleaning process and schedule must also be adhered to without fail. Any problems should be reported immediately to the Courtesy Booth.

Smoke Abatement

In the interest of public health, the OC Fair requires that all concessionaires utilizing barbeques/grills when cooking must employ all reasonable efforts to minimize and manage the output of smoke associated with their food preparation process. Abatement measures must include, but are not limited to:

- Appropriate and ongoing education/training of owners and their staff.
- **Elimination of water/liquid spraying on grill surfaces for the purpose of exhibition cooking/presentation.**
- Smoke dispersal through use of fans if determined necessary by OC Fair Management; correct positioning and directional flow is vital.
- Overnight cooking where/when practicable and quality effective relative to served product.
- Full grill cleaning at closure times only, sanitation standards permitting, to lessen dispersal of visible emissions.
- Concessionaire responsibility to contact South Coast Air Quality Management District (AQMD) to determine if their foodservice operation requires permitting.

Concessionaires not adhering to above guidelines, or deemed to be producing smoke output beyond levels considered acceptable, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition not mitigated within four (4) hour cure period, or if occurrence is a repeat violation, matter can be cause for loss of directly related concession space assignment and/or dismissal from the OC Fair as well as loss of consideration for future participation at the OC Fair.

Smoking Policy

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. Smoking is not permitted in the Kidland carnival area and Livestock area as well. This policy includes the use of electronic cigarettes, vaporizers or “vapes” and oil/wax pens.

During OCFEC-produced events (i.e. OC Fair, Imaginology), smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.

Sound Compliance/Noise Mitigation

In the interest of public health and welfare for Fair guests as well as employees, the OC Fair requires that all concessionaires/merchants incorporating music/amplified sound as part of their operational presentation must adhere to EPA/OSHA sound limits. Excessive exposure for an 8-hour time-weighted period is considered hazardous. Sound levels must be maintained below such intensity to provide personal comfort and well-being as well as to support absence of mental anguish. Additionally, OSHA requires employers to “furnish to each of his employees a place of employment which is free from recognized hazards that are causing or are likely to cause physical harm to his employees.” Further, all concessionaires/merchants must always apply necessary care to ensure that noise levels shall not interfere with surrounding vendor activities.

Should an OC Fair representative request that the volume of music, sound or noise be lowered or turned off at any time, concessionaire/merchant must immediately comply with request. Furthermore, bull horns or similar devices are not allowed.

Concessionaires/merchants who do not adhere to above guidelines will receive counseling and prompt other corrective measures up to and including notice of contractual default. If condition is not remedied immediately, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space assignment and/or dismissal from the OC Fair as well as loss of consideration for future participation at the OC Fair.

Space Location

Locations are assigned on an annual basis, and returning Exhibitors and Concessionaires may submit a written request for a different location. Should space become available, we will be happy to consider your request. Space assignment is determined at the discretion of the OC Fair.

Sponsorship

Food & Beverage Concessionaires selling soft drinks, water and other non-alcoholic beverages are required to comply with any and all exclusive sponsorships.

State of California Sales Reporting

Please refer to CA Assembly Bill 1499 (AB 1499) and CA Department of Tax & Fee Administration (Formerly Board of Equalization) sections on page 10 for State sales reporting related requirements.

Storage

The OC Fair does not provide storage. All excess boxes, cartons, spa covers and/or merchandise must be maintained in an enclosed storage area within your assigned space and out of public view.

Dead storage area is available off site for equipment not used on property during the OC Fair. If you have any vehicles, trailers or hitches not needed during the OC Fair, they must be moved to Dead Storage. If this equipment is found parked at any other location on the Fairgrounds, it will be towed at the owner's expense. Though the area is fenced and locked, the OC Fair assumes no liability for stored equipment. For exact details, contact the Commercial & Concessions Office.

Subleasing

Your assigned space is for your exclusive use only.

Contractor is *prohibited from*:

- Subletting a whole or part of the space allotted for selling/exhibiting anything other than what is specified on the Rental Agreement.
- Distributing literature or any advertising materials promoting individuals, dealers, manufacturers or distributors.
- Allowing another person/company to display/sell from the assigned space.
- Obtaining mailing lists for use other than by their own Company.
- Consigning goods or services.

Business conducted at the OC Fair must be as specified on the application and Rental Agreement. ***Contractors found violating this policy may be removed from the OC Fair immediately and denied privileges to any future OC Fair.***

T

Telephone Service

Telephone service is available by calling:

AT&T Customer Services, Monday through Friday 8:00 AM - 5:00 PM (PST) @ (800) 750-2355

Installation orders must be placed **by no later than Tuesday - June 1, 2021. You will need to provide your own phone, under your own name and address.** When placing an order, provide location information to AT&T as follows:

Location: OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

Building/Booth Space such as: *Carnival of Products (Costa Mesa Building), Booth #107 or Livestock Lane, Space 37*

Connect Date: Monday through Friday **only**
(Exhibitor need not be present)

Disconnect Date: Monday through Friday **only**
(Exhibitor need not be present)

Billing Information: Do not use "88 Fair Drive" as your billing address.

Please notify the Commercial & Concessions Office of all on-site telephone numbers.

Tips

"Tip" jars and towels are not allowed on food stand counter tops, nor is any signage that encourages tips. Though tips may be gratefully accepted, the solicitation of "tips" either visually or vocally is strictly prohibited. Tips that are accepted must be quietly placed in a receptacle under the counter/out of sight.

Trash

Trash containers are placed throughout the grounds for your convenience. Please break down boxes, and stack next to trash bins or dumpsters.

Trussing/Structural Set Up and Trailer Washing

In the interest of public and worker safety, the OC Fair requires that all concessionaires and merchants incorporating trussing and other structural components such as signage, banner frames and flag poles into their concession stand or booth design must adhere to all manufacturer specifications and OSHA guidelines as well as any other applicable state and local regulation when setting up planned concession stand. Related safety practice requirements also apply to wash periods when personnel are required to climb onto and stand on trailer roofs to complete the process of washing a concession stand. Safety measures must include, but are not limited to:

- Required fall arrest system (harness and line use) by personnel exposed to fall hazard during installation period.
- Specified installation of base plates and anchoring systems.
- Specified blocking schemes and pinning devices.

Concessionaires and merchants not adhering to above guidelines, or deemed to be operating in an otherwise unsafe manner, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition is not corrected within a reasonable remedy period based upon severity of situation or immediately when absolutely necessary, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space assignment and/or dismissal from the OC Fair as well as loss of consideration for future participation at the OC Fair.

U

Uniforms

All concession employees are required to be in uniform. Please see guidelines in *Evaluation* section.

UPS Delivery ▪ FED EX ▪ DHL ▪ USPS

All daily express and ground carrier deliveries are accepted in the Maintenance Yard only. The OC Fair is **unable to accept any deliveries prior to July 1, 2021. Earlier shipments will be RETURNED TO SENDER.** Because there are no available warehouse facilities, deliveries during Fair must be picked up on day of receipt from the Maintenance Yard.

All prepaid shipments and mail should be addressed to:

**Your Company Name
Contractor's Name
C/O OC Fair & Event Center
Commercial & Concessions Department
88 Fair Drive
Costa Mesa, CA 92626**

C.O.D.

Contractors who are expecting packages to be delivered should be in contact with the Maintenance Yard on scheduled day and at estimated time of arrival. You must meet the driver with your payment.

The OC Fair is not responsible for lost or damaged product or merchandise, even if signed for by OC Fair personnel.

V

Violation Notices

This Handbook is part of your signed Agreement. Noncompliance with any part of this handbook is considered a breach of Agreement and may be cause for termination.

Violations of Rules & Regulations in this Handbook may result in:

- **First Violation** - Written warning.
 - **Second Violation** - \$50.00 fine payable prior to next day opening of exhibits/concession stand(s).
 - **Third Violation** - Subject to review by OC Fair Management, you may be asked to vacate premises without refund. Consideration for future OC Fair participation may be jeopardized.
-

W

Water Hoses

Water hoses must be approved for potable water and clearly be identified in a different color or marking than the wastewater hose. Potable water hoses are not allowed to be used for any other purpose and must be protected from contamination. Garden hoses are not permitted to be used as a source for potable water.

Wi-Fi

Wi-Fi can be ordered at internet@ocfair.com by June 15, 2021.

Wi-Fi is intended for general purposes of surfing and **does not support credit card transactions**. Credit card machines require dedicated phone lines. For service needs, please refer to the Telephone Service section of this handbook, and contact AT&T directly.

Work Permits

If you employ youths under the age of eighteen (18), you are required by law to ensure that each one holds a valid work permit. You are also required to strictly adhere to all applicable child labor laws.

Workers' Compensation Insurance

It is your responsibility as an employer to comply with State law and obtain Workers' Compensation Insurance. For claim and liability details, see the Employee Guidelines section of this handbook.

Workplace Harassment Policy

The OC Fair & Event Center is committed to providing a workplace that is respectful to all. Offensive or harassing behavior towards any employee will not be tolerated. This policy also applies to vendors, concessionaires, event guests, entertainers, volunteers and other business partners who enter our workplace.

Offensive conduct or harassment of a sexual nature, or based upon race, color, religion, age, gender, sexual orientation, national origin, disability, veteran status or any protected status is strictly prohibited. This may include but is not limited to offensive or inappropriate matters including but not limited to:

- Physical actions or requests for sexual favors.
- Written words, graphics or pictures.
- Verbal statements including jokes or slurs.

Complaints should be made to the Human Resources Department or a member of the OC Fair & Event Center Management Staff, and will be immediately investigated. Workplace harassment by an OC Fair & Event Center business partner, including vendors and concessionaires, is a violation of this policy and could lead to dismissal from the OC Fair.

~NOTES~



OC FAIR

Time FOR Fun

July 16 - Aug 15, 2021

EXHIBIT H
Policies & Procedures Handbook

Policies & PROCEDURES



OCFEC Year-Round Event Program

Policies & Procedures

ACCESS BY FACILITY PERSONNEL

In performance of their duties, Facility personnel shall have the right to enter the areas contracted by the Renter. Specific hours may or may not be designated. At all times, Renter will honor the official OCFEC identification credentials worn by OCFEC personnel.

ADVERTISING

A signed and executed event rental agreement is required prior to any advertising or promotions of the event. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, website content and exhibitor packets shall be reviewed and approved by your OCFEC event coordinator prior to production.

The OCFEC shall be referred to as "OC FAIR & EVENT CENTER" - in all marketing materials, public listings, radio/print/TV broadcast advertising, external & on-site signage, vendor information, public communications, collateral reference, internet listings, media alerts, media interviews, press releases, and all references, and all reference to property identification of the event. All other references to the property location are deemed invalid. For further information see the OCFEC branding guidelines available at www.ocfair.com or your OCFEC event coordinator.

As stated in the CPC (California Penal Code) section 556-556.1 Renter shall not unlawfully place, post, erect or display any signs or forms of advertising on any public street or thoroughfare or any private property which pertains to your contracted event at the OCFEC. Failure to adhere to this provision may result in the cancellation of future bookings.

AIR CONDITIONING AND HEATING

Air-conditioning and/or heating are provided during published event hours only and included in the rental rate for the building. Requests for air conditioning and/or heating during non-event periods will be charged at the prevailing rate.

ALCOHOL

Alcohol brought on the grounds by exhibitors, attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property. Exception to this policy shall only be valid with written OCFEC approval.

AMERICANS WITH DISABILITIES ACT

While the OCFEC will provide those accommodations that are structural in nature, the Renter shall provide those accommodations that are show specific such as wheelchairs, guided escort services to a specific booth, but not to all exhibits.

An Equal Access Guide has been developed by the OCFEC for the public use. Copies are available at ocfair.com. For more information contact your Event Coordinator.

ANIMALS

With the exception of guide, signal or service dogs, animals are not allowed on the property without prior written approval from the OCFEC. Approval is based on whether the animal is legitimately part of a show, exhibit or activity requiring the use of animals. If allowed, the Renter is ultimately responsible for the liability associated with animals and the sanitary needs.

ARTIST CONTRACTS

Renter shall provide, on demand by the OCFEC, a copy of a fully-executed contract with artist(s) scheduled to perform during its event.

ATM SERVICE

ATM's shall only be provided by the OCFEC. Renter shall request ATM services and preferred location(s) no later than 60 days prior to the start of their event.

BOARD OF EQUALIZATION

State of California Board of Equalization requires the Renter shall provide their exhibitor list to the Board of Equalization no less than thirty days prior to their event.

BUSINESS LICENSE

A Business License is required from the City of Costa Mesa for any event generating income at the OCFEC.

BOOKING POLICY

COMPETING EVENTS

Non-Profit Events and Trade Shows

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 30 calendar days of each other.

Public Consumer Shows

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 45 calendar days of each other.

EVENT SELECTION CRITERIA

Below are the various points evaluated by OCFEC:

Available Space - Determines if the desired space of the applicant is available and does not negatively affect other users of the OCFEC property.

Available Dates - Determines if the desired dates of the applicant are available and does not negatively affect other users of the OCFEC property.

Scope of Event - Determines if the scope of the event can be effectively supported by the available infrastructure of the OCFEC property. In addition, evaluates to ensure the event is within the mission and values of the OCFEC.

Competing Events - Determines if the applicant's event may compete with a similar or like event within the date range designated in the Competing Events Policy.

Safety Concerns - Determines any safety risks and liabilities that may be caused by the requestor's event. Renter Experience - Determines and evaluates the event experience of the Renter.

Venue References - Determines and evaluates past experience of the requestor's event at other venues.

Bank References - Determines and evaluates the requestor's experience and credit worthiness with their bank.

Event Business Plan - Determines and evaluates the requestor's proposed business plan for the event. Financial Return to OCFEC - Determines and evaluates the proposed net financial gain from the event. This includes evaluating the estimated rent and ancillary revenue vs. estimated event expenses.

OCFEC PRODUCED EVENTS

OCFEC sponsored events, including the annual Orange County Fair and annual Imaginology, take precedence over any event. If OCFEC schedules an activity that interferes with a booked event, an alternate date or location will be provided, or all monies will be refunded.

BOOKING PROCESS

Application/Proposal:

Requested dates more than 24 months prior to the proposed event shall not be considered. An OCFEC completed event

application is required for all booking requests. OCFEC, at its sole discretion may consider an event proposal as an application in cases where additional information is necessary to evaluate the request.

Selection Criteria:

- Available Space
- Available Dates
- Scope of event
- Competing Events
- Safety concerns
- Renter Experience
- Venue References
- Bank References
- Event Business Plan

Review:

Review of completed applications/proposals typically takes 5 to 15 business days. Review of applications involving more complex events typically takes 15 to 30 business days.

At the conclusion of the review process, a draft rental agreement will be developed or a letter of denial will be sent to the applicant. It is important to understand that an event is not considered approved until a final rental agreement has been signed by both the Renter and the OCFEC. The first scheduled payment is submitted according to the terms in the rental agreement.

CAMPING

Rates:

- Individual Campers shall be charged according to the current on the OCFEC rate sheet.
- Trailer Rallies shall be charged according to the current rates on the OCFEC rate sheet.
- Exhibitors with a contracted OCFEC event shall be charged according to the current rates on the OCFEC rate sheet.
- Camping rates include a designated space with electrical and water service. Sewer service is based upon availability.
- Camping rates are applied for each overnight stay.
- Payments shall be made at the Department of Public Safety Office just inside Gate 5.
- Cash is the only acceptable form of payment.

Campground Hours:

- For the enjoyment of your fellow campers please observe the quiet hours between 10 p.m. and 7 a.m. Generators may not be run during those hours.
- Gate 5 is closed from 12 midnight to 6 a.m.

- Campers may stay up to a maximum 14 consecutive days per visit. There must be a break of 7 days between visits with a maximum of 60 days per year.

Utilities:

Power available at each camping space is a 50 Amps 240 volt straight blade connector and a standard 20 Amp 120 volt household receptacle.

Water connection is available at each camping space. Sewer connections are only available at designated locations.

A dump station is available within the campground and is included in the nightly rate charged to use the facility. Please do not dump wastewater anywhere else within the campground or the OCFEC.

Contacts:

In case of emergency or any other condition that requires immediate attention, please contact our Department of Public Safety at (714) 708-1588 (24 hours a day) or visit the Department of Public Safety Office just inside Gate 5.

Rules & Regulations:

- Vehicles must display the proper OCFEC issued permit at all times.
- Second vehicles must have an OCFEC issued permit to leave and re-enter.
- Speed limit is 10 mph.
- RV sites must be kept clean for the enjoyment of all our guests.
- Pets are to be kept on a leash at all times and are to stay within the campground only.
- Pets must be cleaned up after immediately.
- Pets are not to be left alone tied to a vehicle. If you leave your pet in your RV, make sure there is adequate ventilation.
- Any type of fencing or barrier is not permitted.
- One RV and one vehicle per site.
- Guests must pay for all extended stays by 10 a.m.
- Drugs, weapons, fighting, lewd conduct, reckless driving, speeding, motorized/non-motorized scooters and skateboards are not permitted.
- Non-contained fires for cooking or heating are not permitted.
- Any guests, their children or visitors who become a nuisance will be asked to leave.
- The Rules and Regulations must be adhered to, as well as any other directions given by the OCFEC Department of Public Safety. Any violators of the above policies will be asked to leave the property without refund.
- OCFEC management has the right to close the campground at any time without prior notice. Every effort to find an alternate location will be made.

PURSUANT TO THE CALIFORNIA RECREATIONAL VEHICLE OCCUPANCY LAW, THE "RECREATIONAL VEHICLE MAY BE REMOVED AS SPECIFIED IN SECTION 799.22..." FOR FAILURE TO PAY OR FAILURE TO COMPLY WITH PARK CAMPING POLICY.

**CIVIL CODE SECTIONS 799.22, 799.43 AND 799.58
ORANGE COUNTY SHERIFF'S DEPT. (714) 288-6742**

CANCELLATIONS OF EVENT RENTAL AGREEMENT

Renter understands that if the event Rental Agreement is not returned within 10 business days upon receipt and/or payments are not made by the due dates stated in the rental agreement, OCFEC reserves the right to cancel the Rental Agreement without further notice.

365 calendar days or more prior to the start of the event, the Renter is responsible for a flat fee of \$1,000 vs. the amount due to date of cancellation in the signed rental agreement (whichever is greater). The fee shall serve as the liquidated damages to the OCFEC for the loss of business.

180 calendar days to 364 calendar days prior to the start of the event, the Renter is responsible for all payments made to date to OCFEC as agreed in the signed rental agreement. Payments received shall serve as the liquidated damages fee to the OCFEC for the loss of business including the loss of the event ancillary revenues.

Renter is required to submit all event rental agreement cancellations in writing by mailing a certified letter to the OCFEC. When the certified letter is received and accepted by OCFEC this will designate the official date of cancellation.

CANNABIS

The 32nd District Agricultural Association (OC Fair & Event Center) does not book cannabis-related events at the OC Fair & Event Center for several reasons, including without limitation, the City of Costa Mesa's Marijuana Ordinance and the OC Fair & Event Center's close proximity to schools, parks, day care centers and other areas where minors gather. This policy also extends to existing events which are prohibited from including cannabis products or activities, cannabis-related products or activities or drug paraphernalia during events held at the OC Fair & Event Center. The OC Fair & Event Center does not permit any sponsor, vendor or exhibitor to include in any marketing, advertising or information for an event held at the OC Fair & Event Center, any promotion, information or advertisement from cannabis dispensaries or third-parties that sell or promote cannabis-related products or drug paraphernalia. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products, cannabis-related products or drug paraphernalia during any event at the OC Fair & Event Center. Notwithstanding the foregoing and consistent with California law, the OC Fair & Event Center permits the sale, promotion and display of products containing seeds derived from industrial hemp, industrial hemp seed oil, or hemp seed oil derived from industrial hemp.

CARDBOARD

In an effort to be environmentally responsible, all cardboard material on the OCFEC is baled and recycled. Renter is required to ensure all cardboard boxes are broken down and placed at designated dumpsters outside the building. Renter will be charged accordingly for additional labor charges for boxes that are not broken down and placed in the designated area. Renter is further required to ensure all exhibitors; contractors and decorator abide by this policy.

CARPETS, FLOORS & WALLS

Renter is responsible for all damage to carpets, floors & walls during an event. Understanding that temporary stains will occasionally occur, Renter shall be responsible for cleaning costs associated with the removal. If carpet/wall coverings cannot be sufficiently cleaned or if the damage is severe (cuts, rips or tears) Renter shall be responsible for the costs of the carpet or wall covering replacement. Renter installing temporary carpet or wall coverings shall be responsible for any residue left from the removal of the carpet or wall coverings.

Renter shall not be permitted to use staples, pins, tack and nails to affix to any walls within the OCFEC facility. Renter shall be responsible for any holes or marred wall surfaces from the use of tape. Renter shall be responsible for any tape residue left on the floors.

Renter shall be responsible for any wires left on the walls or floors.

Renter shall be charged according to the current rates in the General Pricing booklet for any labor or equipment necessary for the repair or removal costs.

CARTS

All carts shall obtain a valid cart number issued by OCFEC and shall remain affixed to the front of the cart in a visible area at all times while driving on the grounds of OCFEC.

It shall be the policy of the OCFEC that all users of electric, gas, or similar type carts obey the policy as set forth in this document. This policy was established so that all users of these carts and the others around them are able to travel on the grounds in a manner that is as safe as possible. The OCFEC is public property and in addition to the rules stated in this policy the California Vehicle Code is enforceable at all times.

Cart use on the grounds of the OCFEC is not a right but a privilege. The privilege is regulated by Fair Management and can be revoked for any violation of the rules at any time.

Drivers shall:

- Be 18 years of age or older.
- Possess a valid and unrestricted driver's license while operating the cart.
- Never drive more than 10 MPH at any time on the grounds.
- Always be courteous and polite when operating the cart.
- Make sure every rider is seated. Riding on a dashboard or on someone's lap is not permitted. All arms and legs must be inside the cart at all times.
- Always apply the parking brake when leaving the vehicle and take the key.
- Keep a minimum of three (3) feet between you and the closest pedestrian.
- Remember that pedestrians always have the right of way. Do not honk the horn or tell people to "get out of the way" to get by them.
- Always watch for darting children.
- Not overload the cart with cargo. Cargo may not be placed in the cart in a manner which blocks the driver's view, makes the cart unbalanced, or in which the load extends from the cart in an unsafe manner.
- Wait until the cart comes to a complete stop before letting anyone get in or out.
- Never leave a cart blocking any roadway or pedestrian walkway.
- Obey the rules of the road at all times
- Not drive a cart at any time while under the influence of drugs or alcohol.
- Not consume alcohol while operating a cart.
- Not operate carts on the grounds during the hours the fair is open to the public, or when otherwise directed by OCFEC Management or their representatives.
- Insure that carts are only be used for business purposes, i.e. moving product, equipment, etc. Do not use the carts for personal use. (Not applicable for certain events)
- Tampering with any cart at anytime, in any manner will result in loss of driving privilege. In the case of OCFEC staff, disciplinary action up to and including termination may result.
- Driving any vehicle in an unsafe manner will result in loss of driving privileges. In the case of OCFEC staff, disciplinary action up to and including termination may result.

COORDINATION & COMMUNICATION

Your OCFEC Event Coordinator has been assigned to your event to provide the event expertise and coordination necessary to successfully host your event at OCFEC. It is important that all communications relating to OCFEC services and venues are through your OCFEC Event Coordinator. It is the responsibility of your Event Coordinator to

communicate your event needs to other OCFEC Departments. Please ask your Event Coordinator if you need further clarification.

CONTRACTOR REGULATIONS

Renter must provide a list of contractors that will be used during the event at least thirty (30) days prior to the first move-in day. The list assists us with the preplanning of services and security program.

Proper conduct and behavior is a must while working at the OCFEC. Contractor Staff shall conduct themselves in a professional manner at all times, which includes following all policies and procedures governing the OCFEC.

Abide by the Standard Operating Policies of the OCFEC and OSHA as they relate to the safe operation of equipment and machinery. For more information on the OSHA requirements visit www.osha.gov.

Train appropriate staff to an industry standard, in the safe operation of all equipment and machinery. This includes training and enforcement of standards established by OSHA.

Contractors are required to maintain an orderly and efficient job site, which includes:

- proper and orderly storage of on site equipment
- equipment stored in service corridors are to respect aisles, facility preparation areas and emergency exits
- removal of all unnecessary equipment from the facility in a timely manner
- removal of all extraordinary amounts of waste from the facility in a timely manner
- if the renter's contracted company leaves any equipment or supplies behind, the Renter is responsible for coordination of pickup of these items with the company. Renter understands that there may be an additional cost for items left after the event.

COURTESY CREDENTIALS

Renter understands that they shall provide courtesy credentials in order for OCFEC management, staff and Board of Directors to attend and monitor the event.

COMPLIANCE WITH LAWS

The Renter, its exhibitors, patrons and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of California, County of Orange and the City of Costa Mesa including but not limited to the Americans with Disabilities Act. Renter shall indemnify, defend (at the OCFEC option) and hold harmless the State of California and OCFEC from all damages, costs and expenses in law or equity arising out of the Renter's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Renter, Exhibitor or Patron.

CRISIS COMMUNICATIONS

OCFEC Event Coordinator and Department of Public Safety shall be notified immediately if a major incident occurs during your event that threatens the safety or welfare of visitors, employees or equipment including incidents that require assistance from an emergency agency such as fire, police or paramedics. Once notified and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident. OCFEC staff will work with your organization to develop communications materials and manage the media effectively and in a timely manner.

DAMAGE

Damages to the OCFEC facility shall be the sole responsibility of the Renter. The Renter shall be solely responsible for the damage caused by the Renter's exhibitors, employees and patrons. Damage costs will be itemized and deducted from the refundable deposit following the event.

DEADLINES

The Rental Agreement shall be due back and signed within 10 business days upon receipt. Rental Agreements not

received within 10 business days upon receipt shall be subject to cancellation. Rental Agreement payment deadlines are designated in the Renter's agreement.

The following is a list of general items and their due dates. Renter understands that any item that does not meet the deadline may be subject to late fees or cancellation of the rental agreement.

Due at time of event Request:

- Proof of Non-Profit Status (IRS 501©3) Permit

Due Prior to solicitation or selling vendor space:

- Preliminary Floor Plan
- Publications (Public and Vendor)
- Public Information Form
- Signed Rental Agreement

Due 60 days prior to the event:

- Certificate(s) of Insurance

Due 30 days prior to event:

- Final Floor Plan
- Foodservice & Sample Request Form
- Contractor Listing

Due 21 days prior to event:

- Electrical Floor Plan

DECORATING COMPANIES

Your Event Coordinator can provide a list of companies familiar with OCFEC upon request. OCFEC does not have an exclusive arrangement with a decorating company.

DECORATIVE MATERIALS

Nothing may be taped, nailed, stapled, tacked or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns or windows. Please inform all show personnel and exhibitors of this policy. Check with your Event Coordinator for further information on appropriate displaying methods at the OCFEC. Damages or clean-up resulting from the improper use of these materials will be itemized and deducted from the Refundable Deposit following the event.

DESIGNATED RENTER STAFF

Renter shall provide the OCFEC Event Coordinator with a list of Renter staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to obligate Renter for charges for services, personnel and equipment.

DUMPSTERS

OCFEC shall charge for each dumpster utilized at each event. This includes dumpsters used during move-in, event and move-out periods. The current charge is available on the OCFEC General Pricing Information. Dumpsters used will be itemized and deducted from the Refundable Deposit following the event.

ELECTRICAL SERVICES

The OCFEC requires all electrical work inside or attached to disconnect switches, panels, motor control centers, panel boards and other electrical equipment be controlled by OCFEC Electrical staff only.

Outside Electrical contractors shall only be allowed on the property with the written permission of your OCFEC Event Coordinator.

Approved Electrical contractors shall follow the OCFEC contractor policies.

All electrical equipment used for lighting, sound, exhibit equipment, or other effects must meet applicable National Electrical Code and OCFEC requirements. Electrical fixtures and fittings must be UL listed and so marked. OCFEC reserves the right to withhold electrical power until any violation of the codes is corrected and the OCFEC electrician approves the correction.

All electrical specifications and exact desired electrical locations shall be detailed on an OCFEC based CAD layout and provided to your OCFEC coordinator within 21 days of your event. Additional fees and penalties may be charged to the Renter if the layout is not detailed or is provided to OCFEC less than 21 days of the start of your event.

All labor hours provided by OCFEC Electricians and equipment used for each event shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information. OCFEC Electrician labor include all hours utilized for installation of electrical equipment, monitoring and responding to Renter requests during move-in, event, move-out periods and removal of electrical equipment.

OCFEC reserves the right to inspect and approve or reject all electrical installations.

Renter shall be responsible for any equipment that is either damaged or lost when OCFEC Electricians remove the electrical equipment following the event. Damage or lost equipment shall be itemized and deducted from the Refundable Deposit following the event.

Please contact your OCFEC event coordinator for questions.

ELECTRICAL CORDS

Cords are not permitted to run across any public access way including aisles and roadways. There is to be a clearance of three feet left in front of any electrical panel. No zip cord (household extension cords (2) prong wiring will not be permitted).

EQUIPMENT RENTAL

The OCFEC equipment inventory is usually adequate to accommodate several simultaneous events and current prices can be found on the current OCFEC General Pricing Information. Please let your Event Coordinator know what your needs are at least 30 days prior to your event. Equipment rental requests less than 30 days prior to the event may incur additional fees to the Renter. When the inventory is exhausted, Renter must make arrangements for additional equipment at its own expense.

EVENT COORDINATOR

An Event Coordinator will be assigned as the primary liaison between the Renter and the OCFEC Facility staff. Renter's Event Coordinator will be the primary Facility contact for all phases of the event.

EVENT EXPENSES

In addition to the facility fee for the building and/outdoor space rented for your event, the following is a list of potential event expenses, which could be incurred, depending on your needs and the scope of the event. This list is meant to be a representative checklist and may not be all-inclusive.

- Advertising services
- Bank Services
- Armored car service
- Cart Rental
- Audio / Visual services
- Clean up services

- Damage to facility
- Decorator
- Electrician Services
- Equipment damage/loss
- Equipment rentals
- Event Staff
- Grounds Services
- Fire Department / Marshall Services
- First Aid Services
- Floor Plan Design
- Forklift / Genie Lift
- Hotel Lodging
- Insurance
- Internet Services
- Janitorial Services
- Law Enforcement Services
- Marketing Services
- Merchandise Fee Percentage
- Parking Services
- Permit Approvals
- Plumbing Services
- Public Relations Services
- Receptionist Services
- Radio rental
- Registration services
- Rigging
- Security Services
- Service contractors
- Shuttle Services
- Sound Engineer/Monitoring
- Stage Rentals
- Technical Services
- Telecom Services
- Tent Rental
- Ticketing Services
- Traffic Control Services
- Trash collection Services
- Trash Disposal Services
- Ushers
- Utility charges

Please contact your OCFEC Event Coordinator to determine what is needed for your event, current rates, projected OCFEC reimbursable expenses and a list of outside service providers.

EXCLUSIVE SERVICES

The following exclusive services are provided at the OCFEC. Renter understands that the following services shall only be provided by the OCFEC. Exceptions are required in writing from OCFEC. Labor and equipment charges for the following services are available in the current OCFEC General Pricing Information.

- All catering and concessions food and beverage services, OCFEC exclusive provider is Ovations Food Services. Your event coordinator will put you in contact with them for any Food & Beverage requirements/needs.
- Electrical Services
- Plumbing Services
- Janitorial Services
- Building/Grounds Trash Collection Services
- Parking/Traffic Services

- Phone Services, OCFEC exclusive provider is AT&T Please ask your Event Coordinator for further clarification.

EXHIBIT DISPLAYS

As a general policy, exhibitors are responsible for providing or arranging for their own carpeting in the booth area. Renter or exhibitors shall also be responsible for the cleaning and maintenance of the carpet.

EXHIBITOR LOAD IN/LOAD OUT

Exhibitor load in/load out parking will be restricted to the sides and rear of all buildings and limited based upon the amount of equipment or supplies being loaded. OCFEC Parking personnel will ensure all vehicles have the appropriate loading permit visible in the vehicles dash board, keep access roads clear, keep vehicles out of no parking zones and monitor to ensure vehicles are promptly removed from the loading area when loading is complete.

All vehicles and trailers are required to be removed from the loading areas before the event is open to the public. The OCFEC Event Coordinator may delay the opening of an event until vehicles have been moved from the loading area to their designated parking area.

Renter shall receive pre-approval from their Event Coordinator of all exhibitor and public materials related to exhibitor loading, parking and traffic direction prior to release.

FACILITY CLEANING

The OCFEC delivers a "broom clean" floor to all venues and grounds prior to the move-in period.

At the conclusion of the event move-out period OCFEC broom cleans all outdoor venues and polishes all indoor floor venues. All OCFEC labor expense related to returning the venue and grounds to the same condition it was prior to the event move-in period shall be itemized and deducted from Renters Deposit following the event.

During the event period, OCFEC provides the necessary Janitorial and Grounds staff to maintain a clean and presentable event environment. This includes the cleaning and maintenance of all restrooms, maintain event aisles, empty and reline trash cans, cleaning of glass doors, mopping up spills, clearing and cleaning patron seating areas, etc. All OCFEC labor expense related to these services shall be itemized and deducted from the Refundable Deposit following the event.

FIRE PERSONNEL & EQUIPMENT

In the interest of public safety, the OCFEC may, at its sole discretion, require the presence of the State of California Fire Marshal and/or the Costa Mesa Fire Department during certain events, which may adversely impact public health, safety or welfare. Personnel are scheduled at the Renter's expense and subject to the rules of the State of California Fire Marshal and/or the Costa Mesa Fire Department.

FIRST AID COVERAGE

In the interest of public safety, the OCFEC may, at its sole discretion, require the Renter to contract first aid services for the public hours of the event. Your Event Coordinator has a list of vendors familiar with OCFEC. Your event coordinator will recommend the First Aid company for you to contract with for your event.

FLOOR PLANS

In order to ensure your event floor plan is approved by the State Fire Marshal and OCFEC, please understand and follow the requirements below.

A proposed event floor plan shall be submitted to your Event Coordinator prior to the solicitation and sales of vendor space. Your Event Coordinator will review the proposed floor plan to ensure the layout may not violate either State Fire Marshal regulations or OCFEC policies. Renter understands that specific areas shall be reserved for the OCFEC foodservice provider within the renter's floor plan.

Final floor plans shall be submitted with a California State Fire Marshal Special Event Permit Application provided to your Event Coordinator at least 21 days prior to your event.

Final floor plan shall be detailed on an OCFEC based CAD layout detailing all the State Fire Marshal requirements listed below. Additional fees may be charged to the Renter if the layout is not detailed or is provided to OCFEC less than 21 days of the start of your event.

State Fire Marshal & OCFEC Regulations:

- Aisles between display areas shall be a minimum of ten (10) feet for indoor venues.
- Aisles between display areas in high traffic outdoor venues (Main Mall and all roadways surrounding the exhibit buildings) shall be a minimum of twenty (20) feet.
- Equipment or supplies such as chairs or signage shall not intrude into the aisle space.
- One hundred (100) linear feet of contiguous display space is the allowable distance before a cross aisle shall be present.
- Aisles shall be configured to provide clear access to exit ways.
- There shall be twenty (20) feet of clearance in front of all illuminated exits.
- The travel distance within any booth or exhibit enclosure to an exit access may not be greater than fifty (50) feet.

The following must be designated on your floor plan:

- Booth spaces and what is in the booths (i.e., exhibit booths, sampling, cooking demonstrations, vehicle display, etc.)
- Bulk spaces
- Enclosed areas in a booth or bulk space (Enclosed areas, i.e., closets, offices, etc., need to be equipped with a UL approved battery-operated smoke detector and a 2A10BC Fire Extinguisher).
- Proposed crate storage areas
- Motorized Vehicles
- Multi-level booths
- Trussing or archways

All multi-level booths must be designated on your floor plan. Please note the following requirements that apply to multi-level booths:

- A certified structural drawing of a multi-level booth must be submitted to our State Fire Marshal at least ninety (90) days in advance of the first move-in day to allow sufficient time for any needed corrections.
- One 2A10BC -type fire extinguisher must be on each level of the display, easily available and unobstructed from view.
- All areas under multi-level booths must be equipped with a UL approved battery operated smoke detector attached to the ceiling or understructure.
- No ceilings are allowed on the top most level.
- If any deck is designed to hold over 10 people, a second staircase is required for emergency evacuations.
- All stairways must be at least three (3) feet in width and must be equipped with a handrail on at least one side.

FOOD AND BEVERAGE SAMPLES

All food and beverage related samples shall complete an OCFEC sample request form and receive written approval from your Event Coordinator prior to the Renter contracting with the sample provider. All OCFEC sample request forms shall be submitted to your Event Coordinator at least 30 days prior to the event start date. If written approval is granted by your Event Coordinator it shall be the responsibility of the Renter to obtain the necessary approvals from the Orange County Health Department Sampling Requirements. The OCFEC Foodservice Provider shall only service all alcoholic beverage sampling. Please see your Event Coordinator for questions.

FOOD AND BEVERAGE SERVICE

Concession services are provided for all public events.

Any event with food, beverage and/or alcohol beverages are sold or provided at no charge to the attendees or exhibitors, the on-site exclusive foodservice provider has the exclusive rights to provide the food & beverage services.

All food and beverage related booths shall complete an OCFEC foodservice request form and receive written approval from your Event Coordinator prior to the Renter contracting with the foodservice provider. All OCFEC foodservice request forms shall be submitted to your Event Coordinator at least 30 days prior to the event start date. Foodservice commissions at the sole discretion of the OCFEC may be required if written approval is granted. If written approval is granted by your Event Coordinator it shall be the responsibility of the Renter to obtain the necessary approvals from the Orange County Health Department Foodservice Requirements.

Renter shall provide the OCFEC foodservice provider with the space requested for foodservice locations and customer seating areas.

Alcoholic beverages shall be sold and/or served only by the OCFEC foodservice provider. Alcoholic beverages shall not be permitted outside the designated area rented by the Renter.

Exhibitor foodservice is available upon the request of the Renter.

Catering services shall be coordinated with your Event Coordinator & the Master Concessionaire, Ovations. Signing a catering event order form shall be required for all catering changes on either the days leading up to your event or on the event day. You will contract directly with Ovations for all catering needs.

Special foodservice requests or questions shall be directed to your Event Coordinator.

GAMES OF CHANCE

"Games of Chance" or any other related activities are prohibited if the activity is played for commercial purposes and for profit. If a "raffle" or "free drawing" is to be utilized during the event by the Renter and/or exhibitors, it must be called an "Opportunity Drawing".

GENERAL PRICING INFORMATION

The policies & procedures and OCFEC rate sheet is provided to assist with the preparation of your event. Pricing and Information regarding facility rental fees, reimbursable equipment fees, reimbursable service fees, reimbursable personnel fees and ancillary service are included. Pricing are subject to change without notice.

HELIUM BALLOONS

Helium balloons may not be distributed or sold inside or outside the facility. With the prior approval of the OCFEC, helium balloons may be used when they are permanently affixed to a booth display.

If helium balloons are released for any reason within the facility, labor and equipment costs associated with the removal of the balloons from ceilings shall be charged to the Renter at the current fees listed in the General Pricing Information booklet. Additionally, helium balloons may not be released into the outside environment from the premises of OCFEC.

HOLIDAYS

OCFEC is available on all State Holidays, including Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Cesar

Chavez Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. On these days, the Renter shall incur additional fees for personnel and service costs.

INJURIES

All injuries shall be reported directly to the Department of Public Safety so a report can be taken. They can be reached at (714) 708-1588.

INSURANCE

Insurance is required for any and all activity taking place at the OCFEC. Please contact your OCFEC Event Coordinator for a copy of the current requirements. It is prohibited to conduct any event or activity at the OCFEC without meeting the insurance requirements of the OCFEC.

All required insurance certificates shall be accurate and submitted to your OCFEC Event Coordinator within 60 days prior to your event move-in date.

Access to the rented space will not be permitted without proper certificates of insurance for your event. Depending on the scope of the event, you may have the option of purchasing insurance through OCFEC's insurance company.

KEYS

Keys are available upon request for the show offices and ticket booths. Keys are not available for the buildings. To avoid unanticipated delays, please let us know what your needs are at least 14 days prior to the event. Renter can be provided with up to two (2) keys that fit our standard room locks for each office or ticket booth. Requested keys will be provided to the Renter by your Event Coordinator during move-in and must be returned to your Event Coordinator prior to leaving OCFEC after your event. There will be a \$50 per key fee assessed for any keys not returned prior leaving OCFEC after your event.

LIGHTING

A "50%" level of lighting is provided in all rented spaces during move-in and move-out periods. One (1) hour prior to the opening of an event, "100%" lighting will be provided. At the close of an event day, "50%" lighting level will be restored for the move-out period. If a "100%" lighting level is necessary before or after show hours, please contact your Event Coordinator to make arrangements and to inquire about the prevailing fees.

LOAD LIMITS

The concrete floors in Buildings 10, 12, 14, 16 & 17 have a load capacity of 3,000 pounds per square inch. Please consult your Event Coordinator for load limits at other venues of the OCFEC.

LOST, LEFT BEHIND, OR ABANDONED ARTICLES

A lost and found location may be operated at the Renter's discretion and expense. OCFEC reserves the right to require, based upon the scope of the event the Renter to provide this service for their event. The OCFEC Department of Public Safety operates a 24-hour lost and found, which is also available for your use. Every effort shall be made by OCFEC staff to see that property found or turned in is handled in such a way as to provide the best possible opportunity for return of the property to its rightful owner. Please note that because we do not store show materials, unclaimed items may be disposed of at the conclusion of the move out.

MERCHANDISE FEE (NOVELTIES)

Except as otherwise stipulated in the Rental Agreement, OCFEC retains the exclusive right to approve, sell and /or collect a commission from any event-related novelty or merchandise item. For those events of a nature that meets the potential criteria for any exemption, a request for such exemption of specific items must be submitted to your OCFEC Event Coordinator at least 60 days prior to your event. OCFEC will issue written approval to exempt these sales from the OCFEC exclusive rights after review and concurrence that the items are specifically germane to the nature of purpose of the Renter or its Event. Please note that the proposed sale of any items competing with those regularly offered at our concession stands or specialty cart will not be allowed.

MOTOR VEHICLES ON DISPLAY

Renter agrees that all motor vehicles on display within an exhibit building shall have battery cables disconnected, taped, fuel tanks not more than ¼ full, provided with locked caps, or sealed in a manner approved by the State Fire Marshal.

NON- PROFIT COMPANY DISCOUNT

A 15% discount will be deducted from the applicable rental rates during the day of rent of the facility during off-peak days (Monday through Thursday only). Non-profit companies are required to provide a valid IRS' 501 (C)(3) certificate to be eligible for the discount. Discount shall only include rent of the facility on event days only and not apply for any days of move-in, move out, reimbursable fees of personnel or equipment.

OVERHEAD EQUIPMENT - ATTACHMENT TO FACILITY

All Attachments to any portion of the permanent structure of the Facility shall meet accepted engineering and safety standards. All attachments shall have sufficient strength to support weights placed on them and be secured in such a way to prevent items from falling or causing damage.

The OCFEC reserves the right to demand clarification of welds and safe working loads, deny installation, demand removal of questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.

PARKING

During the move-in, event and move-out periods, OCFEC provides the necessary parking and traffic staff to maintain all traffic and parking direction accessing and on the OCFEC property. This includes the placement of traffic cones and directional signage on and surrounding the property, monitoring and providing direction at property traffic access points, ensure smooth traffic flow, limit vehicle access at gates and lots, provide direction at loading/parking areas, issue appropriate parking permits and provide general way finding directions.

These labor expenses will be in your signed rental agreement. Any additional OCFEC labor expense related to these services shall be itemized and deducted from Refundable Deposit following the event.

On-site, private vehicle parking at OCFEC is only available in designated parking lots. Parking on grass areas shall not be permitted unless allowed by OCFEC. Off-site private vehicle parking is available following approval by OCFEC. Exhibitor permits are issued and required for exhibitor access, loading and parking purposes.

Off-site parking if required, as determined by the OCFEC will contract with Costa Mesa Police Department for traffic control services and the necessary off-site parking locations. The cost of these services and facilities will be the responsibility of the Renter.

Any persons associated with the show (Renters, vendors, volunteers, decorators) shall follow the direction of the OCFEC parking personnel. If there are vehicles parked in "no parking" areas, those vehicles are at risk of being towed at the owner's expense.

Overnight vehicle parking shall only be allowed with a valid overnight permit displayed. Overnight parking shall only be allowed in the area detailed on the valid permit. All permits shall be visible at all times in the vehicle to OCFEC staff.

Storage or stock vehicle parking shall only be allowed with a valid storage permit displayed. Storage parking shall only be allowed in the area detailed on the valid permit. Storage parking shall only be permitted on the property during the dates stipulated on the permit. All permits shall be visible at all times in the vehicle to OCFEC staff.

Vehicles parked in an area not permitted or do not have a valid permit shall be at risk of being towed at the owner's expense.

Paid Preferred parking will be offered by OCFEC to all event attendees and exhibitors. It is at the sole discretion of OCFEC the determination of which areas shall be paid and which shall be free parking. Free parking shall still be available for attendees, Renter and exhibitors. Renter shall not be responsible for the necessary operations or costs to facilitate the paid parking program and shall not be entitled to any parking revenues collected.

Please see your Event Coordinator for additional assistance with parking requirements or for special arrangements.

PARKING LOT USAGE (RIDE AND DRIVE EVENTS)

Parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at OCFEC. To ensure safety within and around your event, OCFEC will at the expense of the Renter construct a barrier, around the perimeter of the driving portion of the event. Renter will be responsible for further necessary safety precautions in and around the event.

Accidents are to be reported to the Public Safety Department at the time of occurrence during your event. The Public Safety Department can be reached by phone (714) 708-1588, 24 hours a day, or they can be reached at the Department of Public Safety Office located just inside Gate 5 off of Arlington Drive between the hours of 6am - 12 midnight.

Speed limit for Ride and Drive events is 40 mph in the parking lot rented.

Loud noises or skidding are not permitted in the parking lots at any time due to the vicinity of the adjacent residential housing tracks, City Hall and City services. Such noises can be cause for termination of your event and removal from the OCFEC.

Damage or skid marks left on the parking lot asphalt will be itemized and deducted from the refundable deposit.

There are no electrical hookups or restroom facilities in the parking lot. Renter must secure generators for electricity and portable toilets for restrooms.

All chalk or flour lines used for designing a track must be cleared from the parking lot prior to departure, due to the parking lots being used on the weekends by other events.

PAYMENTS

All contractual payments shall be made on or before the due date shown in the rental agreement. Payments can be made by cash, check or cashiers check.

Late payments shall be subject to a late fee pro-rated daily from the due date based on an annual rate of eighteen percent (18%).

Payments at the sole discretion of the OCFEC shall be required to be made by Cashiers Check if the Renter is either late making their scheduled payment, payment is less than thirty (30) days prior to move-in or a payment was returned from the bank.

Checks returned from the bank are subject to a twenty-five (\$25.00) dollar fee by the OCFEC.

PROPANE

Propane is not allowed in any of the OCFEC buildings. Please ask your event coordinator for any additional information.

PUBLIC INFORMATION FORM

On a form supplied by the OCFEC, Renter shall provide the OCFEC with the scheduled hours of operation, estimated daily attendance, admission fees, proposed promotions, public contact information and any other pertinent information that will assist the OCFEC Communications Department with such aspects as website listings, press releases, calendars and receptionist staff. This form shall be provided to your Event Coordinator prior to the solicitation or sales of Exhibitor space.

PYROTECHNICS & LASERS

A special permit is required for the use of pyrotechnics and/or lasers. Each situation must be individually pre-approved in writing by your OCFEC Event Coordinator and the State Fire Marshal.

If approved, the use of pyrotechnics and/or lasers will be strictly controlled and continuously monitored by the State Fire Marshal. Standby Fire Personnel will be required at the Renter's sole expense during the demonstration.

RADIOS

Event Sales & Services issued radios to the Renter are for the purposes of communication between the Renter and your Event Coordinator. Renter shall be liable for any replacement or repair to the loss or damage of the radio at the time of the Renter's possession. Event Sales & Services issued radios should be returned by the Renter prior to the conclusion of move-out. Radios can be returned to your Event Coordinator or the Department of Public Safety located inside Gate 5.

REFUNDABLE DEPOSIT

Is required on all rentals to guarantee against additional reimbursable expenses to include but not limited to OCFEC personnel, equipment, clean up, loss, stolen, damage, contractor labor, caterings, etc. to the OCFEC. A minimum of \$250.00 or 25% of the total fee, whichever is greater, is required.

RIGGING

The OCFEC reserves the right to require that all rigging in the Facility be performed by only those organizations and/or individuals whose qualifications have been approved by the OCFEC. Labor and equipment fees shall be at the Renter's expense.

All rigging proposals shall receive written approval from your OCFEC Event Coordinator. Requests shall be submitted at least 60 days prior to your event. State Fire Marshal and OCFEC requirements shall apply to all rigging activity on the property.

SAFETY

OCFEC's goal is to provide a safe environment for you and everyone associated with your event. Please help us meet our goal by adhering to the basic safety-related policies, which follow in this section:

- All show and exhibitor equipment must be UL approved. Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be UL approved and have an overload internal circuit breaker. Home-type "cube" taps are prohibited. Spliced wires are heat generators and are prohibited.
- All doors shall remain accessible from the inside of the building at all times. Chains or any other extra locking devices shall not be permitted on the doors at anytime.
- Cooking/warming devices shall be electric and shall be UL or FM approved. Cooking/warming devices and heated products need to be four (4) feet away from the front of the display, or have a shield 18 inches high, ¼ inch thick across the front and down the sides of the demonstration area. A 2A10BC fire extinguisher must be in the booth and readily available near the demonstration area.
- The use of welding equipment, open flames, decorative candles or smoke emitting devices or material is prohibited. Exceptions may be made with prior approval by the Fire Marshal.
- All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth or similar decorative materials or any other potentially combustible material shall be flame retarded to the specification of the State Fire Marshal. A California State Fire Marshal's Flame Proof Certificate will be required. Field tests for flame resistance are not acceptable.

All fabrics, whether treated or inherently flame resistant, shall be labeled, tagged, stamped, printed or stenciled with the following information:

1. The Seal of Registration of the State Fire Marshal of California.
2. Name and registration number of the concern responsible for the job or production.
3. Name of the registered chemical used or the registered fabric or material.
4. Date chemical was applied, or the fabric or material was produced.
5. The statement, "This article must be re-treated after washing or dry-cleaning by systems with soap and water added" (If treated with a "Type II" chemical.)

- Exits, entrances, air supply vents, ramps, sidewalks, hallways, stairways, elevators, escalators and aisle ways must be kept clear at all times. Exit signs must be kept visible at all times. Fire extinguishers, fire protection valves and fire hose cabinets must be kept clear at all times.
- The use of burning fluids, oils, camphene, liquid oxygen, ethylene, kerosene, gasoline or anything else of like nature is discouraged in the facilities. If your event absolutely requires the use of hazardous materials, maximum limits and controls include our reserved right to curtail the use of the materials.
- In the event that an alarm goes off, please know that we do not deactivate any alarm until the proper emergency response team is on-site, verifies the cause of the alarm and then deactivates the alarm. We operate at a maximum safety level that helps us to insure life. In case of an emergency following an alarm, we will activate our public address system and provide direction to everyone in the facility. When the public address system starts to operate, please listen and follow the directions. Doing anything else will increase the hazard and will put you and your attendees at risk.
- Electrical equipment shall be installed, operated and maintained in a manner that does not create a hazard to life or property. Sufficient access and working space must be provided for all electrical equipment and must comply with current N.E.C. standards.
- No spray painting is allowed on the premises.

SALES AND USE TAXES AND LICENSES

PROPERTY TAXATION

The facility rental will create a taxable possessory interest. Renter will be subject to the payment of property taxes levied on such interest by the Orange County Assessor.

SALES TAX

California Assembly Bill 1499, effective July 1, 2018, requires all commercial exhibitors, vendors, merchants and concessionaires who make sales of tangible personal property at a California state-designated fairground (including the OC Fair & Event Center) to separately report the sales amount on their Sales and Use Tax Return. This includes sales that an event promoter makes or any vendors of that promoter participating in an event at OC Fair & Event Center. If you or your vendors have any questions, you may contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115 Monday-Friday (except holidays) from 8:00 a.m. to 5:00 p.m. (Pacific Time) or visit their web site at <http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

SEATING CAPACITY

Seating capacity information and diagrams are available. Please contact your Event Coordinator for information.

SECURITY: PUBLIC SAFETY & EVENT SECURITY SERVICES

FACILITY PUBLIC SAFETY

The OCFEC Department of Public Safety Staff retains control of all public spaces including all perimeter areas and service roads on a 24-hour basis. Basic services are provided for the overall safety and security of the grounds. Specific safety and security needs addressing your event require additional security. Any additional OCFEC services that you request for your event are at additional costs to the Renter listed in the current General Pricing Information Booklet.

EVENT SECURITY SERVICES

The Renter is welcome to contract for event security staffing within the agreed rented space through one of the Security Vendors listed on the OCFEC approved vendors list. All security staffing and emergency response planning is subject to OCFEC review and approval and should be discussed with your Event Coordinator. A pre-event meeting with the OCFEC Public Safety Manager, your OCFEC Event Coordinator and event security company supervisor will be required prior to the start of the event.

Armed guards (other than Orange County Sheriff Deputies) can only be provided by an OCFEC approved vendor at the Renter's expense. Please consult your Event Coordinator for an approved list.

LAW ENFORCEMENT SERVICES

Orange County Sheriffs Department is responsible for all law enforcement matters on the OCFEC property. If a law enforcement matter is needed, please report it to your OCFEC Event Coordinator or the OCFEC Department of Public Safety. OCFEC staff will dispatch the Orange County Sheriffs Department when requested or needed. The Renter shall be solely responsible for all the Orange County Sheriff Department personnel fees associated for their event.

In the interest of public safety, the OCFEC may, at its sole discretion, require the presence of the Orange County Sheriffs Department during certain events which may adversely impact public health, safety or welfare. Deputies are scheduled at the Renter's expense and subject to the rules of the Orange County Sheriffs Department.

SHIPMENTS

All deliveries are made to the Facilities Yard inside Gate 5, as shipments may arrive prior to the event set up or arrival of Renter staff. As long as space is available, items will be held in a lock up area. The package recipient will sign for their items in the Facilities Office prior to release of shipments.

Deliveries made prior to set-up dates may be returned and scheduled for arrival the first day of set-up. Renter agrees that if the OCFEC should receive, handle or have in its care or custody any kind of shipped or otherwise delivered to the Facility for the Renter, the OCFEC acts solely for the accommodation of the Renter. The OCFEC shall not be liable for any loss of or damage to such property.

SIGNAGE

OCFEC personnel may only be used for placement of signs and/or banners outside the Renters contracted space and on the perimeter of the OCFEC property the day of the event. Signs placed without prior approval will be removed at the Renter's expense.

Any signs left on or about the premises of the OCFEC will be subject to a \$25.00 removal fee for each sign.

Renter shall use the OCFEC signage guidelines for the design and placement locations available for all signage in outdoor areas. Availability and scheduling shall be done through your event coordinator.

SIGNAGE (PERIMETER)

OCFEC will provide generic "Event Parking" directional signs around perimeter of the property. If Renter desires event specific signs, the following requirements apply:

- Renter is responsible for providing the OCFEC with a minimum of 10 signs at a required size of 40" wide x 53 3/4" long. The recommended material is white chloroplast with black vinyl lettering.
- Renter may either have an outside sign company produce the signage or may request that OCFEC produce the signage at the rate listed in current General Pricing Information.
- OCFEC must receive a completed sign request form no less than 21 days prior to the event for OCFEC to produce the signage.
- Renter shall provide the signage to OCFEC Parking staff on the first day of set up of the event.
- OCFEC Parking staff will place the signage in sign frames and locate the signage at City approved areas around the perimeter of the property.
- At the conclusion of the event, OCFEC Parking staff will return the signage to the Renter.
- Other signage (banners or other size signs) will not be permitted on the perimeter of the property.
- Please contact your event coordinator for any questions or assistance with these requirements.

SMOKING

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Parade of Products area.

SOUND COMPLIANCE

Events held at the OCFEC shall comply with sound standards as outlined in the 1980 Settlement Agreement between the OCFEC and the City of Costa Mesa's permanent injunction. A summary of the sound standards is as follows:

<u>Sound Level</u>	<u>Time Period</u>	<u>Day of Week</u>
55 dB(A)	7:00am - 10:30pm	Sun. - Thurs.
50 dB(A)	10:30pm - 7:00am	Sun. - Thurs.
55 dB(A)	7:00am - 11:00pm	Fri. - Sat.
50 dB(A)	11:00pm - 7:00am	Fri. - Sat.

The sound levels shall not exceed:

- (1) The sound standard for a cumulative period of more than thirty (30) minutes in any hour; or
- (2) The sound standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
- (3) The sound standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
- (4) The sound standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minute in any hour; or
- (5) The sound standard plus twenty (20) dB(A) for any period of time.

The sound level shall be measured in the residential neighborhoods surrounding the OCFEC property. The Renter shall work with the OCFEC to ensure compliance with the applicable sound level standards.

SOUND MONITORING

In the interest of ensuring sound standard are met, the OCFEC may, at its sole discretion, require the presence of the OCFEC Sound Engineer during certain events which may adversely impact the established sound standards or cause concern with neighboring community. The OCFEC Sound Engineer may also require and approval of the sound equipment proposed for the event.

The OCFEC Sound Engineer reserves the right to require the Renter to either immediately adjust the sound level to acceptable level of discontinue all amplified sound. The OCFEC Sound Engineer is scheduled at the Renter's expense.

SPONSORSHIP

Renter shall seek pre-approval from their Event Coordinator prior to seeking sponsorship arrangements.

OCFEC has an exclusive sponsorship arrangement for the following items and the Renter shall not seek sponsorships in these areas without written approval from OCFEC: Beer, wine, spirits, water and soda categories.

STAKING

Using alternatives to staking is required unless written approval is granted from the OCFEC. Typical alternatives to staking include the use water barrels or large weights. Staking requests shall be detailed with an OCFEC CAD layout showing the exact location intended to stake, specifications of all stakes and the plan of how the stake will be removed and the area returned to its original state. All requests shall be submitted for review and approval at least 45 days prior to your event. All damage related to staking shall be deducted from the Refundable Deposit following the event.

TEAR DOWN

Renter agrees that items, materials, equipment or vehicles left at OCFEC after tear down will be subject to a storage fee.

TELEPHONE SERVICE

Telephone service is available by calling AT&T at (800) 339-3204. From outside California call (213) 975-5519. Office hours are Monday - Friday, 8:00am - 5:00pm (PST)

AT&T requires that orders be placed no later than two (2) weeks before the requested installation date. For fast service on repair problems, call (800) 332-1321 (24 hours). The following information is needed when placing an order:

Location: OC Fair & Event Center
Bldg/booth #: The number of the event building and booth location number
Event name: Advertised name of event.
Connect date: Date of desired connection (must be Monday - Friday, excluding holidays)
Disconnect date: Date of desired disconnection
Billing information: Your name and address (do not use OCFEC address for Billing information)

TENTS

The following fire and life-safety requirements shall be applicable for all tents, awnings and fabric-covered enclosures.

1. All tents, awnings and other fabric-covered enclosures shall be made from a nonflammable material or shall be treated and maintained in approved flame-retardant condition. Documentation shall be maintained with the tent or awning.
2. Any paper or fabric used in displays or exhibits shall be fire resistive or treated with an approved fire retardant solution prior to use. Documentation of such shall be available during any inspection.
3. All tents with occupancy of 11 or more shall bear the seal of the California State Fire Marshal.
4. No smoking shall be allowed in any tent and "No Smoking" signs shall be posted.
5. No vehicles shall be parked within 100 feet of a tent unless it is necessary for the operation of the tent, or parked on a street closer than 20 feet from the tent.
6. Illuminated exit signs shall be provided at each required exit when the occupant load is 100 or more. A minimum of two exits shall be provided for each tent with an occupancy load of up to 199. Three exits shall be provided for occupant loads of 200 to 499. Four exits shall be provided for 500 to 999 occupant loads.
7. No open-flame device shall be permitted in any tent or tent structure.
8. Emergency lighting shall be provided for any structure or tent with an occupant load of 100 persons or more. The power source may be generator or battery.
9. Fire extinguishers in tents shall be provided as follows:
 - a. 10 500 square feet of floor space area, one 2A:10BC extinguisher.
 - b. To 1000 square feet of floor space area, two 2A; 10BC extinguishers.
 - c. Each additional 1000 square feet of space area will require an additional fire extinguisher.

TICKETING / BOX OFFICE

Ticketing services may be arranged through OCFEC. When OCFEC is utilized for this service, all admission sales will be issued, sold and controlled exclusively by the OCFEC. Event ticket sales will be provided through the designated OCFEC ticket service provider once necessary ticket information has been provided to OCFEC and upon an executed contract between the Renter and OCFEC.

All labor hours provided by OCFEC Ticketing/Box Office personnel and equipment used for each event shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information. Please contact your Event Coordinator for additional details.

Renter shall reimburse OCFEC for all reimbursable expenses for the admission operation including but not limited to ticket stock costs and the expense to produce any other type of tickets such as season passes, wrist bands, etc. The

Renter shall also reimburse the OCFEC for all cash handling fees including bank, vault and armored truck and credit card fees incurred during the event.

Advance Ticket Sales:

Following submittal of the necessary event information it will be processed in the Ticketmaster system. Renter shall provide the necessary information a minimum of 21 days prior to the desired start date of sales.

The OCFEC Box Office hours of operation vary throughout the year. Tickets for the event shall be available at the OCFEC Box Office if the Box Office is open and operating. If the OCFEC Box Office is closed, the Renter may request the Box Office to open during designated days and hours leading up to their event. Renter shall provide a minimum of 21 day notice. All labor hours provided by OCFEC Ticketing/Box Office personnel used shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information.

OCFEC will account for all advance tickets sold and utilized leading up to the event or season and reconcile at the conclusion of the event.

Consignment Ticket Sales:

Renter shall request consignment tickets at least 7 days prior to date of desired pick-up. Renter shall be required to sign an OCFEC Consignment Ticket release form agreeing to the amount of tickets issued when the Renter receives the tickets. The Renter shall return all unsold consignment tickets within 3 days following the event or season. Consignment tickets issued that are not returned, lost or stolen, the Renter shall be solely responsible for the face value of each ticket plus the agreed upon commissions owed to the OCFEC. Renter shall receive a receipt from the OCFEC agreeing to the number of consignment tickets returned.

Complimentary Tickets:

Renter shall request complimentary tickets at least 7 days prior to date of desired pick-up. Renter shall be required to sign an OCFEC Complimentary Ticket release form agreeing to the amount of tickets issued when the Renter receives the tickets. In cases where the OCFEC is contractually retaining a percentage of ticket sales a mutually agreed upon limit of complimentary tickets shall be determined by the Renter and OCFEC.

Draw:

A cash draw of the available admissions revenue may be issued to the Renter on the day of the event, upon mutual agreement by the OCFEC and the Renter. The amount of the draw shall be at the sole and exclusive discretion of the OCFEC. The Renter shall understand that any outstanding or projected ticket commissions, facility fees, event reimbursable expenses and a minimum amount of a five thousand dollar (\$5,000) refundable deposit shall be held by the OCFEC and not available to the Renter until time of final settlement ten business days following the end of the event. The Renter shall request a draw at least 7 days prior to the start of the event.

Promotions:

Renter shall provide all promotional, discount and coupon information to OCFEC a minimum of 7 days prior to the release or communication of the actual promotion or discount.

Settlements:

OCFEC will provide all ticket revenues minus the agreed upon commissions and outstanding event reimbursable expenses (including but not limited to OCFEC personnel, services, equipment expenses, contracted service expenses, facility damages, loss, stolen or damaged equipment, etc.) within 10 business days following the last event day.

If an event reimbursable expense cannot be reconciled within 10 business days following the last event day, the OCFEC, at its sole and exclusive discretion may hold a portion of the ticket revenues to ensure the outstanding expense will be covered.

Ticket Advertising:

Renter shall approve all event ticket advertising with the OCFEC Event Coordinator at least 7 days prior to production.

Ticket Refunds:

Renter shall be solely responsible for all Event ticket refunds and any related costs. The Renter shall approve ticket refunds requested through the OCFEC box office.\

Ticket Reports:

OCFEC will provide ticket sales and use reports upon request by the Renter leading up the event, during the event and following the event. All reports are provided through the Ticketmaster system.

Ticket Sales Funds:

For the purpose of application toward payment of any balances for rent or other event expenses, the OCFEC shall have complete custody and control of all monies received from the sale of tickets through the OCFEC box office or through the ticketing arrangements with the OCFEC ticket agency. All ticket sale monies shall be held in the trust by OCFEC as a bailment for the benefits of the ticket purchasers.

TRAFFIC CONTROL**On Property:**

The OCFEC Parking Department is responsible for all traffic planning, coordination and direction on the OCFEC property and off-site spaces rented by OCFEC.

Off Property:

The Costa Mesa Police Department is responsible for all traffic planning, coordination and direction outside the OCFEC property. The OCFEC Parking Department will coordinate on-site and off-site parking coordination with the Costa Mesa Police Department. The Renter shall be solely responsible for all the Costa Mesa Police Department personnel needed for their event.

The OCFEC has at its sole discretion to require the Renter to provide off property traffic coverage to ensure good vehicle circulation and a safe environment.

WASTE DISPOSAL

Renter is obligated to pay the cost of all trash hauls. Renter is responsible for proper and regulated disposal of any and all toxic or biohazard goods, material and substances, and must comply with all applicable laws. Please note that California has strict policies with regard to regulated waste disposal. If someone associated with your event ignores regulatory mandates, it becomes Renter's responsibility. Please ask your Event Coordinator for the names of local providers who handle toxic and/or biohazardous substances/materials if necessary.

LASTLY...

Every event is different and the General Policies, Rules and Regulations cannot conceivably cover every possible scenario. If there is anything that is not covered expressly in this handbook, please know that OCFEC reserves the right to determine necessary considerations or stipulations on an as-needed basis.

Our sole effort is to insure the success of your event and safeguard the safety and experience of all our visitors. We know that you will appreciate our efforts.

(These general policies, rules and regulations are subject to change.)