



Date: April 25, 2023

To: Interested Catering Companies

From: Hope Marshall, Exhibits Supervisor

Re: Catering Services for the Sonoma County Harvest Awards Dinner

REQUEST FOR PROPOSAL

The Sonoma County Fair & Exposition, Inc. (hereinafter referred to as “Corporation”) is seeking proposals from all interested and qualified parties to provide catering services for the Harvest Awards Dinner at the Saralee Barn at the Sonoma County Fairgrounds.

Sunday, October 1, 2023

Sunday, September 29, 2024

Sunday, September 28, 2025

Enclosed are specifications for submitting your proposal for our consideration. All proposals will be carefully reviewed and the awarding of a service agreement will be done in the interest of the Corporation based on the Proposer’s experience, qualifications, financial arrangements and other factors.

Sealed proposals will be received at the Corporation’s Administration Office, 1350 Bennett Valley Road, Santa Rosa, CA no later than 12:00 noon, Pacific Standard Time, Wednesday, May 17, 2023. Proposals received late will not be accepted. All proposals must be clearly marked “Harvest Awards Night Catering Services Proposal.”

For further clarification or additional information, please contact Hope Marshall via email: hope.marshall@sonoma-county.org All inquiries and responses must be made via email; **phone calls will not be accepted.**

REQUEST FOR PROPOSAL PACKAGE

RFP # HF 001

Harvest Awards Catering Services Proposal

Date Issued: April 21, 2023

**Hope Marshall
Exhibits Supervisor
Sonoma County Fair
1350 Bennett Valley Road
Santa Rosa, CA 95404
707-545-4203
707-527-7938 fax
hope.marshall@sonoma-county.org**

PART I
DEFINITIONS

- CORPORATION:** Refers to the Sonoma County Fair & Exposition, Inc., a non-profit corporation charged with the management of the Sonoma County Fair & Exposition, Inc. facility and promoter of the annual Sonoma County Fair & Exposition, Inc. and the Sonoma County Harvest Fair.
- FAIR MANAGER:** Refers to the Manager of the Corporation.
- RFP:** Request for Proposal.
- PROPOSER:** The individual, company, or organization submitting the proposal.
- RESPONSIVE:** Proposals that meet the criteria outlined in the RFP.
- RESPONSIVE PROPOSER:** Proposer who has the capability in all respects to perform fully the agreement requirements and the integrity and reliability to assure good faith performance.
- LICENSEE:** The organization awarded an agreement as a result of this RFP process.
- FACILITIES:** Various parts of the premises described in this RFP.

PART II

GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The Corporation, in releasing this RFP intends to award an agreement for a period of one year for the provision of Awards Night Catering Services.

Dates of Event:

Sunday, October 1, 2023

Sunday, September 29, 2024

Sunday, September 28, 2025

Start time: 2:00 p.m. End time: 9:00 p.m.

B. PROPOSER RESPONSIBILITY

Please read the documents very carefully as the Corporation shall not be responsible for errors and omissions on the part of the proposer. Carefully review final submittal as reviewers will not make interpretations or detect or correct errors in calculations.

C. DELIVERY OF PROPOSALS

Deliver four (4) copies, with original signatures, to the Corporation's Administration Office, no later than Wednesday, May 17, 2023 at noon. No proposals shall be considered which have not been received at the place, and prior to the indicated time, stated in this RFP. Envelopes must have the company name on the outside and be addressed as follows:

Harvest Awards Night Catering Services Proposal
Do Not Open – Sealed Bid
Sonoma County Harvest Fair
1350 Bennett Valley Road
Santa Rosa, CA 95404

D. AGREEMENT AWARD

The agreement shall be awarded to the "most qualified, responsible proposer." The most qualified responsible proposer shall be determined by the evaluation of the criteria set forth in Part VII of this RFP.

A Notice of Award will be posted at the Corporation's Administration Office and a copy of the notice will be emailed to each Proposer.

E. SCHEDULE

RFP Released:	Tuesday, April 25, 2023
Bid Proposals Due: (No postmark)	Wednesday, May 17 by 12 noon.
Notice of Proposed Award:	Wednesday, May 17, 2023
HF Board of Directors Meeting for Ratification:	Thursday, May 18, 2023
Agreement Commencement Date:	October 2023

F. CONTACT FOR INFORMATION

Verbal communication with the Corporation's officers and employees concerning the RFP shall not be binding on the Corporation and shall in no way excuse the Proposer of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

Inquiries concerning this RFP will only be accepted via email and are to be directed to:

Hope Marshall, Exhibit Supervisor
Sonoma County Fair & Exposition, Inc.
hope.marshall@sonoma-county.org

G. HISTORY OF SONOMA COUNTY HARVEST FAIR

The Sonoma County Harvest Fair was founded in 1975 to highlight Sonoma County's agricultural heritage, quality wines and recreational opportunities. At its inception, the Harvest Fair featured 19 wineries that entered 155 wines in our professional wine judging. Today, that number has grown to over 1,000 wines entered by 100 wineries.

In addition, local restaurants, caterers and small businesses enter their products into our food competition and amateur winemakers can participate in the amateur wine competition. Medal winners traditionally use advertising dollars to promote their award-winning products, stimulating interest in Sonoma County food and wine. The Harvest Fair is considered one of the premiere wine competitions in the country, and draws a considerable amount of attention and interest on both a statewide and national level. It is one of the largest regional wine competitions as we only accept wines made from grapes grown in Sonoma County.

The Harvest Fair's annual grand tasting features over 500 gold medal winning wines poured by 100 plus wineries and foods from our gold medal winning products, highlighting the quality wines and foods in the region. The Harvest Fair is a well-regarded and well-attended tourist event, bringing in visitors from outside the region, while continuing to shine a spotlight on the local wine and agricultural community.

PART III

RULES GOVERNING COMPETITION & EVALUATION

A) **RFP REQUIREMENTS AND CONDITIONS**

1. **Submission of RFP**

To be eligible for consideration and award of agreement, the proposal must be in the Corporation's Administration Office no later than noon, Friday, May 12, 2023.

2. **Errors**

a) Any discrepancies, omissions, ambiguities, or conflicts in the RFP, or doubts as to meaning, shall be brought to the Corporation attention not later than five days prior to bid due date. Otherwise, any discrepancies, omissions, ambiguities or conflicts later brought to Corporation's attention will be interpreted in the best interest of the Corporation.

b) All interpretations and clarifications will be in the form of written addendum to the RFP. All bidders are responsible for inquiring as to addendum issued and providing an email address to receive any written addendum to the RFP. All addendum become part of the agreement documents.

3. **Addendum**

The Corporation may 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 the RFP for bidding purposes. Addendum will be numbered. The first number for an addendum will be A-1.

4. **Definitions**

The Corporation has established certain requirements with respect to the proposals to be submitted by prospective Proposers. The use of "shall," "must" or "will" indicates a mandatory requirement or condition. Failure to include such mandatory requirements or conditions may result in the disqualification of a 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.

5. Grounds for Rejection

a) A proposal shall be rejected if:

- (i) It is received at any time after the exact time and date set for receipt for proposals.
- (ii) It is not prepared in accordance with required proposal format.
- (iii) The firm has submitted multiple proposals.

b) A proposal may be rejected if:

- (i) It contains false or misleading statements or references that do not support an attribute or conditions contended by the Proposer. (The proposal shall be rejected if, in the opinion of the Corporation, such information was intended to erroneously and fallaciously mislead the Corporation in its evaluation of the proposal and the attribute, condition or capability required by this RFP.)
- (ii) It is unsigned.

c) Ability to perform:

A proposal shall be rejected if proposer cannot provide all the equipment & services listed in Part V, "Statement of Work to be Performed and Contract Management Process".

B) PROTEST PROCESS

Only Proposers to this RFP can file a protest. Protests must be in writing and must detail the nature of the protest. Protests must be submitted within 24 hours of the Notice of Proposal Award. All protests will be reviewed by the Evaluation Committee appointed by the Sonoma County Harvest Fair Board who will determine the validity of the protest and what action, if any, will be taken in response to the protest.

C) OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to the RFP will become the property of the Corporation. Materials may be returned only at the Corporation's option and at the Proposer's expense. One copy of the proposal shall be retained for official Corporation files.

2. Confidentiality of Proposals

The Corporation will hold the contents of all proposals in confidence until issuance of the "Notice of the Award". Once the "Notice of the Award" is issued, no proposal will be treated as confidential. Any proprietary or other legally protected material must be so indicated to remain confidential.

3. Modification or Withdrawal of Proposals

Any proposal, which is received by the Corporation at the stated address 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 proposals must be received by the time and date set for receipt of proposals. A proposal cannot be modified after the due date for proposals. A bid cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP:

"This proposal and the cost estimate are valid for 60 days."

4. Right to Reject Any or All Proposals

It is the policy of the Corporation not to solicit proposals unless there is a bona fide intention to award an agreement. The Corporation reserves the right to reject any or all proposals, or to cancel the bid at any time during the process, when it is deemed to be in the best interest of the Corporation.

5. Service Agreement

a) Once this contract is awarded, a written Service Agreement between the Corporation and the contractor will be executed. A sample of the Corporation Service Agreement is attached and by submitting a proposal, the successful proposer agrees to all terms and conditions included in the service agreement.

b) Contractor will provide an Insurance Certificate and Policy Endorsements as per Insurance Requirements (Attachment #1). A current Insurance Certificate and proper Policy Endorsements must be in place for the duration of this agreement and it is the Contractor's responsibility to provide a current Insurance Certificate and Policy Endorsement when needed to the Corporation.

PART IV

GENERAL AGREEMENT PROVISIONS

The agreement to be awarded shall include, but not be limited to, the following provisions:

A) Term

The agreement shall begin in September 2023 and end September 30, 2025. The awarded agreement is subject to annual evaluation of Successful Proposer's performance and the Proposer's ability to successfully meet all agreement requirements.

B) Multi-Year Agreement

Contractor will be expected to provide services based on the fees charged as determined by Fair baseline outlined in this RFP. General increase or decreases in service fees for the same level of service can only be made based on the information provided on the Financial Offer.

C) Ownership

Respondent is not required to own the equipment needed to fulfill this RFP, however, all subcontractors proposed must be identified in the proposed and submitted in response to this RFP. Proof of ownership may be required.

D) Independent Capacity

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

E) Time is of the Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

F) Severability

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

PART V

**STATEMENT OF WORK TO BE PERFORMED AND
CONTRACT MANAGEMENT PROCESS**

- A) GENERAL SERVICES: The Harvest Fair Awards representatives reserves the right to increase or decrease the amount of rental equipment and services as needed for the dinner.
- B) Contractor shall provide menu(s) for consideration as part of this RFP.
- C) All Services are to be coordinated with Harvest Fair's designated Award's Night representatives to best facilitate and organize professional process, including but not limited to load-in, load-out, and performers' requirements.
- D) Contractor shall be responsible for making sure their employees dress in appropriate attire and maintain a professional manner with good customer service as their standard.
- E) Contractor must provide any equipment needed to fulfill the contract.
- F) All supplies and equipment must be removed and the facility back to original condition by Monday following the event.
- G) Pertinent Information:
The venue for our annual Awards Night Gala is at the Richard & Saralee Barn, located on the Sonoma County Fairgrounds. Proposer will have access to the courtyard outside the building for the reception portion of the evening. Dinner will be served inside. There is a small kitchen in the building. A site visit can be arranged to view the venue prior to submitting this proposal.

The evening schedule is as follows:

- 4:00 p.m. Reception
- 5:00 p.m. Dinner
- 6:30 p.m. Awards Presentation
- 8:00 p.m. Conclusion

PART V
SPECIFICATIONS

Preparation of a 3 course plated dinner service for 300 guests. Guests to be seated in tables of 8.

Harvest Fair will provide:

8 ft banquet tables for food and beverage stations.

60" tables

Security

Successful proposer will secure/provide: (pass through any costs)

All materials and food items needed for a 3 course dinner.

All linen, all dinnerware (plates, flatware, coffee mugs, etc)

All glassware (stemware for reception, stemware at dinner tables, water glasses, etc)

All salt & pepper shakers, butter, coffee, cream, etc for each table.

All rental equipment needed for food service (proofing boxes, ovens, warmer units, etc)

All labor (bartenders to pour wines at reception, labor to set tables, all wait staff for dinner service, scullery crew, etc)

Chairs for seating 300.

Any other necessary items needed the dining area to fully execute dinner service.

Please submit your proposal based on the following:

Please provide the total cost for providing dinner service for 300 people. **Proposal should detail menu choices based on the following:**

Appetizers (to be served passed and stationary)

First course

Entrée course

Dessert Course

Proposer can list several menu choices to choose from.

Proposer shall submit proposal based on a cost-per person basis, all inclusive. (include all costs associated with food, labor, rentals, equipment, tax etc.)

PART VI

FORMAT AND CONTENT REQUIREMENTS

Interested parties must include the following in their proposal in response to this RFP:

1. Proposer's Information Form (included with RFP)
2. Company Profile & History:
 - a. List of qualified principles and staff who would be directly performing the services required under this contract, including on-site personnel;
 - b. Years in business;
 - c. Extensive list of clients with contact info (may be contacted for references);
 - d. Any other pertinent information.
3. Costs, illustrations, examples, and a description of proposed rental equipment. Detailed pricing should be included to allow for the committee to evaluate different options. The Awards Night representatives may request an example of the table and full place setting that is being proposed be set-up at the Fairgrounds for evaluation.
4. Sponsorship Option Form (not mandatory unless proposer chooses this option)

PART VII

EVALUATION CRITERIA AND SELECTION PROCESS

Each proposal shall be evaluated to determine responsiveness to the Corporation's needs as described in this RFP.

Final determination of the Proposer to be awarded the agreement will be made on the basis of the information submitted, and any reference checks. The Proposer that, in the opinion of the review committee, will best serve the needs of the Corporation will be awarded the agreement.

A) EVALUATION AND SELECTION

After the period has closed for receipt of proposals, each proposal is examined by fair staff to determine compliance with the RFP format requirements and grounds for rejection (under Part III). This is not a public review.

1. Each Proposer's Information Form is reviewed and further research or verification of information included on the form may be completed.
2. The Evaluation Committee is provided copies of all the proposals for their individual review.
3. The Evaluation Committee individually scores each proposal based on the scorecard provided in this packet. A cumulative score is determined based on these individual scores. See Score Card(s)
4. The Evaluation Committee may meet to discuss the proposals should fair management determine that the scoring is extremely competitive.
5. A phone interview may be conducted and the Proposer may be required to come to the Fairgrounds with exhibit equipment proposed to be evaluated by the Committee.
6. The contract may be awarded to the company that earns the highest score for each individual section.
7. A "Notice of Proposed Award" is posted at the Fair Administration Office and emailed to each Proposer.
8. At their next regular Board meeting, the Harvest Fair Board of Directors will approve the Service Agreement with the successful proposer.

The Corporation reserves the right to verify any reference disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification.

Score Card
(Used separately for each Section)

Scoring

Points

Local Proposer.....	5 pts.
Proposers Experience & Ability to Perform	20 pts.
Menu.....	15pts.
Company's Fee Schedule	60 pts.
a. As described on attached financial proposal bid form. Points will be determined based on a weighted formula.	
Total possible points.....	<u>100 pts.</u>

Option: If the Proposer would like to provide any of the mentioned services during the Award's Night Dinner at reduced or no cost, the Corporation will give the Proposer sponsorship valued at an in-kind trade. Please indicate your willingness to do so by checking the box on the attached Sponsorship Option Form. (See Exhibit #1 for the sponsorship partnership).

PART VIII

FORMS TO BE USED IN THE RELEASE OF THIS RFP

A) **FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY PROPOSER**

- 1) Proposer's Information Form (2 pages)
- 2) Financial Proposal Bid Form

B) **DOCUMENTS TO BE COMPLETED BY THE CORPORATION**

- 1) "Notice of Award" (after award is determined)

C) **ATTACHMENTS AND EXHIBITS (For Proposer Information)**

- 1) Attachment #1, Insurance Requirements
 - 2) Attachment #2, Sample Service Agreement
 - 3) Attachment #3, Diagram of Richard & Saralee Barn
-
- 1) Exhibit #1, Sponsorship Proposal

PROPOSER'S INFORMATION FORM

PAGE 1 of 2

Proposer's Name: _____ County: _____

Address: _____ Federal ID#: _____

City: _____ ZIP: _____ Email: _____

Status of Proposer 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 name of sole proprietor: (I.E., John Roe Smith; not J. Roe Smith or not John R. Smith)

Partnership (Please check one):

Limited Partnership: _____ General Partnership: _____

If a Partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the Partnership:

Corporation:

Place and date of Corporation:

If not a California Corporation in good standing, please state the date the Corporation was authorized to do business in California:

Current Officers:

President: _____ **Vice-President:** _____

Secretary: _____ **Treasurer :** _____

BIDDER/ PROPOSER STATUS FORM
PAGE 2 of 2

ALL MUST ANSWER:

Are you subject to federal backup withholding? _____

Fictitious Name:

If Proposer 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 filing.

Pending Litigation Hearings:

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer's organization, owners, officers, or employees?

If yes, please state the case number, agency, or court where pending and status of litigation or hearing:

We reserve the right to verify the information provided on this form by the bidder during the RFP process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government or private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the Proposer.

Signature: _____

Print Name: _____

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

ATTACHMENT #1 INSURANCE REQUIREMENTS

Contractor shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- d. Required Evidence of Coverage:
 - i. Certificate of insurance

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate and Products/Completed Operations Aggregate.
- c. Contractor shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by FAIR. Contractor is responsible for any deductible or self-insured retention.
- d. Coverage shall be on a standard Occurrence form. Claims-Made or modified, limited or restricted occurrence forms are not acceptable without prior written consent from FAIR.
- e. The Sonoma County Fair and Exposition Inc., Harvest Fair FAIR of Sonoma County, the County of Sonoma and their officers, agents and employees, shall be additional insureds for liability arising out of the Contractor's operations.
- f. The insurance provided to all additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- g. If the contractor's activities involve animals, the policy shall cover injury resulting from both airborne and contact transmission of E. coli bacteria.
- h. The policy shall cover inter-insured suits between the additional insureds and the Contractor, and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. (If animals are involved) Evidence that there is coverage for airborne and contact transmitted E. coli bacteria; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits:
 - i. Vehicles pulling trailers longer than 10 feet: \$1,000,000 per accident.
 - ii. All other vehicles: \$300,000 per accident.
- b. Required Evidence of Coverage:
 - i. Certificate of Insurance or copy of Automobile Policy Declarations Page

4. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Harvest Fair.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Coverage on file with FAIR for the required period of insurance.
- c. Upon FAIR's written request, Contractor agrees to provide certified copies of the required insurance policies within thirty (30) days.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. FAIR, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach.

SAMPLE SERVICE AGREEMENT
SONOMA COUNTY FAIR AND EXPOSITION, INC.
SONOMA COUNTY HARVEST FAIR
1350 Bennett Valley Road
Santa Rosa, California 95404
Phone: (707) 545-4200

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on _____, in the County of Sonoma, State of California, by and between the **Sonoma County Harvest Fair** (hereafter called the Association), and _____, (hereafter called the Contractor).

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Association hereinafter expressed, does hereby agree to furnish to the Association services and materials, as follows:

Contractor to provide Evidence of Insurance as set in Exhibit #1 & 1A prior to commencement of work.

CONTRACT TERM: _____

CONTRACT PRICE AND PAYMENT: Payable within 30 days of receipt of approved invoice

EXPENSES TO BE PAID AS FOLLOWS: None

TOTAL CONTRACT PRICE: Not to exceed \$ _____ for the term of the Agreement.

** Additional Service Terms and Conditions are included on the second page and are hereby made part of this agreement. By signing this Service Agreement you are agreeing to these terms and conditions.*

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

(ASSOCIATION)

SONOMA COUNTY FAIR & EXPOSITION, INC.
1350 Bennett Valley Road
SANTA ROSA, CALIFORNIA 95404
(707) 545-4200

CEO

Dated: _____

(CONTRACTOR)

Contractor's Signature

Dated:

Contractor's Printed Name & Title

Street Address

Town State Zip

Phone: _____ Email: _____

SERVICE AGREEMENT (cont'd)

1. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including FAIR and the County of Sonoma, and to indemnify, hold harmless, and release FAIR and the County of Sonoma, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against FAIR and/or the County of Sonoma based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Section 7 apply whether or not there is concurrent negligence on the part of the FAIR or the County of Sonoma, but to the extent required by law, excluding liability due to the FAIR's conduct. FAIR and the County of Sonoma shall have the right to select their own legal counsel at CONTRACTOR'S expense, subject to CONTRACTOR'S approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefits acts, or other employee benefit acts.
2. The 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 Association.
3. Without the written consent of the Association, this agreement is not assignable by Contractor in whole or in part.
4. Time is of the essence of this agreement. If the Contractor becomes aware of delays due to time allowances for review and approval being exceeded, delay by unanticipated field conditions, the Association, or any cause beyond the control of the Contractor, which will result in the schedule for performance of the Contractor's services not being met, the Contractor shall promptly notify the Association. If the Association becomes aware of any delays or other causes that will affect the Contractor's schedule, the Association shall promptly notify the Contractor.

Contractor is not responsible for delay caused by activities or factors beyond Contractor's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
6. 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 and per diem, unless otherwise expressly so provided. Only the Fair Manager may authorize extra or changed work or waiver of any right to adjustment in price or payment for additional work.
7. In the event of termination of this Agreement by either party, the Association shall within fifteen (15) calendar days of termination pay the Contractor for all services rendered by the Contractor up to the date of termination, in accordance with the payment provisions of this Agreement.
8. Either party may terminate this Agreement upon giving the other party not less than thirty (30) calendar day's written notice.

9. In the event either party brings an action or proceeding for damages arising out of the other's performance under the contract to establish a right or remedy, the prevailing party shall be entitled to recover attorney's fees and costs as part of such action or proceeding.

SAMPLE