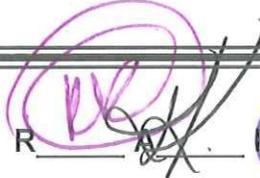
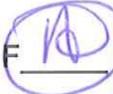


R  F 

32ND DISTRICT AGRICULTURAL ASSOCIATION

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
COMPLIANCE SERVICES**

HIGH SCORE

REQUEST FOR PROPOSAL

RFP NUMBER: CEQA -01-18

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

Date Issued: Tuesday, March 13, 2018

**Sealed Bids must be received no later than Tuesday, April 3, 2018
clearly marked with the following:**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
COMPLIANCE SERVICES**

**RFP NUMBER: CEQA-01-18
32nd District Agricultural Association
OC Fair & Event Center
Administration Building
88 Fair Drive
Costa Mesa, CA 92626**

Contact Person: Kelly Vu E-mail: RFP@ocfair.com

This person is the only authorized person designated by the District to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of District officers and employees concerning the RFP shall not be binding on the District, and shall in no way excuse the Bidder of obligations as set forth in the RFP.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
COMPLIANCE SERVICES**

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PART I

DEFINITIONS

- BIDDER/PROPOSER:** Refers to the individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
- CFSA:** Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
- CONTRACTOR:** Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
- DGS:** Refers to the "Department of General Services," State of California, located at:

707 Third Street, 7th Floor
West Sacramento, California 95605
Attention: Office of Legal Services
- DISTRICT:** Refers to the 32nd District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at:

88 Fair Drive
Costa Mesa, California 92626
- F & E:** Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:

1010 Hurley Way, Suite 200
Sacramento, California 95825
- IMAGINOLOGY:** Refers to the annual event held in April of each year.
- QUALIFIED:** The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the RFP and meet all other requirements listed herein.
- OC FAIR/FAIR TIME:** Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.
- RFP:** Request for Proposal.
- RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive."
- YEAR-ROUND EVENT:** Refers to any event held outside of the annual OC Fair and Imaginology.

**PART II
GENERAL INFORMATION**

A. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32nd District Agricultural Association, in releasing this RFP, intends to award a contract for the purpose of providing services to ensure compliance with the California Environmental Quality Act (CEQA) as related to any proposed Draft Master Site Plan Concept, including without limitation, preparing any and all necessary CEQA notices, coordination of all scoping meetings and public hearings, preparation of all necessary certification documents and environmental site assessments. Contract term April 30, 2018 through April, 30, 2019.

The 32nd District Agricultural Association State of California dba OC Fair & Event Center (District) is seeking a qualified CEQA consultant to review and analyze the existing conditions and potential environmental impacts, identify policies and programs that may serve as mitigation of any proposed project related to the proposed 2018 Draft Master Site Plan concept, and identify additional mitigation measures to reduce potentially significant effects or impacts of the proposed 2018 Draft Master Site Plan concept for the District's 150 acre property, including all facilities located on that property.

B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents thoroughly, as the District shall not be responsible for errors and omissions on the part of the bidder. Careful review of final submittal is highly recommended, as reviewers will not make interpretations or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing time and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal.

Proposals must meet the following format requirements to be deemed responsive for District consideration:

One (1) sealed package containing five (5) hard copies (one copy must have original signature) and one (1) electronic copy, including all required contents and forms, labeled with the Bidder's name, RFP number, and "CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE SERVICES"

- (For additional details, see Part VII - Mandatory Format and Content Requirements and Part VIII - Forms.)
- A minimum of one (1) of the five (5) hard copies must contain original signatures and shall be marked "Original." The remaining copies shall be marked "Copy."
- One Electronic copy submitted must include a PDF of the entire proposal, including completed signature pages.
- The sealed package must be marked with the Bidder's name on the outside and addressed as follows:

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
COMPLIANCE SERVICES
RFP NUMBER: CEQA-01-18
32nd District Agricultural Association
OC Fair & Event Center
Administration Building
88 Fair Drive
Costa Mesa, California 92626**

- Proposals must be submitted to the District's Administration Office no later than Tuesday, April 3, 2018. The District's Administration Office is open Monday through Friday, from 8:00 a.m. – 5:00 p.m., and is closed on holidays. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.

D. CONTRACT AWARD

Bidder proposal evaluation and scoring will follow the process outlined under Part VI – Evaluation, Selection and Scoring Process. The required submittal includes both Technical and Financial components.

Each Bidder's financial proposal is evaluated and scored by the Committee who utilizes the score sheet included in Part VI – Evaluation, Selection and Scoring Process. Small Business preference and DVBE incentive will be given where applicable (see Part II, Items G and H). The lowest cost proposal is awarded the maximum cost points, thirty (30). Other proposals are awarded cost points based on the following calculation:

Lowest Bidder's Cost – (factor) x maximum cost points = cost points for other Bidder
(Example: Lowest cost proposal \$75,000 vs. other cost proposal \$100,000 = $\frac{3}{4}$ x 30 = 22.5 cost points awarded to other proposal)

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to the Board of Directors of the 32nd District Agricultural Association awarding a contract, the District shall post a "Notice of Proposed Award" at the Administration Office for five (5) working days. In addition, an email containing a link to the notice will be emailed to each Bidder.

A contract award is not final until:

- The time for posting notice of award has expired;
- Protests filed, if any, have been withdrawn or rejected by the Department of General Services and/or
- The District's Board of Directors approves the contract award. If due to time constraints, District staff approves the contract award before the District's Board of Directors has the opportunity to award or deny the contract, the District's Board of Directors reserves the right to, in its sole and absolute discretion, terminate the contract immediately without obligation to pay for any services that have not been rendered by the Contractor.

The District reserves the right to reject all proposals, to cancel this RFP at any time before the District's Board of Directors approves a contract award, to select the winning bidder without any discussion or interviews, to request additional information from any bidder, and to negotiate with any winning bidder any minor details, terms or conditions.

E. TENTATIVE SCHEDULE

RFP Released	Tuesday, March 13, 2018
**Questions due via email – 11:00 a.m.	Tuesday, March 27, 2018
Answers sent to all bidders via email	Friday, March 29, 2018
Proposal Deadline – 11:00 a.m.	Tuesday, April 3, 2018
Proposals Scored	Thursday, April 5, 2018
Post "Notice of Proposed Award"	Friday, April 6, 2018
***Protest Deadline Date	Friday, April 13, 2018
Proposed Contract Commences	April 30, 2018

**Technical questions, including equipment substitution requests (see Part IV, Paragraph G), are to be submitted in writing to RFP@ocfair.com by the date and time specified above. All questions and answers will be distributed to all Bidders by the date and time specified above. No RFP related questions will be answered after 11:00 a.m. on Tuesday, March 27, 2018.

***The protest period ends at 5:00 p.m. on the fifth (5th) business day after the Notice of Proposed Award is posted. Should the Notice of Proposed Award be posted on a date different from that in the Tentative Schedule, the Protest Deadline will adjust accordingly.

The District reserves the right to change dates of presentation scheduling, presentation, scoring, post Notice of Proposed Award with notification.

F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit (**as Bidder's Attachment 6**) the Bidder/Subcontractor Status Form in response to the RFP. Failure to comply will deem the Bidder non-responsive. The District reserves the right to verify the information on the Bidder/Contractor Status Form at the time of the bid. If the Bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

G. DVBE REQUIREMENTS – BIDS TOTALING OVER \$10,000.00

The District elects to include the DVBE incentive for this RFP. To avoid having a proposal deemed non-responsive and rejected, carefully follow the instructions provided. The Bidder's attention is directed to the forms referenced by website link below for requirements and conditions concerning submittal of DVBE information, and award and execution of contract.

1. The incentive amount will be based upon the percentage of DVBE participation as follows:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	Inclusive 4%
3% to 3.99%	Inclusive 3%
2% to 2.99%	Inclusive 2%
1% to 1.99%	Inclusive 1%

2. ALL Bidders, regardless of DVBE status or incentive, must complete and submit (**as Bidder's Attachment 7**) the Bidder and Subcontractor Performance Declaration, GSPD-05-105, found at: <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=gspd-05105&view=FitH&pagemode=none>
3. IF Bidder answered "yes" to any question on the GSPD-05, Bidder must submit (**with Bidder's Attachment 8**) Disabled Veteran Business Enterprise Declarations, Std. 843, found at: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=std%20843&view=FitH&pagemode=none>

H. SMALL BUSINESS PREFERENCE

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, and Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000.00 for any proposal, Bidder's company must have its principal place of business located in California and have a complete application (including proof of annual receipts) on file with the State Office of Small Business & Disabled Veteran Business Enterprise (OSDS). Questions regarding the preference approval process should be directed to the OSDS, 707 Third Street, 1st Floor, West Sacramento, CA 95605, (916) 375-4940.

If Bidder is claiming the five percent (5%) small business preference, a copy of the OSDS Small Business Certification must be submitted **(as Bidder's Attachment 9)** with the proposal (see Part VII – Mandatory Format and Content Requirements, Paragraph B).

Non-small business Bidders may be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsible non-small business Bidder includes notification that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses. Bidder must submit a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractor's name, address, phone number, description of work to be performed, dollar amount and percentage for each subcontractor.

Small business preference qualification information must be included in all bid documents. This must include procedures for claiming small business preference, micro-business preference and non-small business contractor/small business subcontractor preference processes. *Note: A non-small business, which qualifies for this preference, may not take an award away from a certified small business.*

I. INSURANCE

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, Exhibit E – Insurance Requirements. The Certificate of Insurance shall be furnished to the District fifteen (15) days prior to contract start date. The certificate must include the following, unless the Bidder is on the Division's or CFSA's Master Insurance Certificate List:

- Evidence of authorized insurance for the term of the contract, which includes setup and teardown;
- A 30-day cancellation notice;
- The District's name and address shown as the certificate holder; and
- The additional insured paragraph exactly as stated below:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."

Also, proof of Workers' Compensation Insurance is required by the Bidder awarded the contract.

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: (1) Preparing the proposal in response to this request; (2) Submission of said proposal to the District; (3) Negotiating any matter related to this proposal; (4) Any travel expenses in conjunction with this proposal, and (5) Any other expenses incurred by Bidder prior to contract commencement date.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder. Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

K. SIGNATURE

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

L. PRE-AWARD AUDIT

Prior to contract award, the selected Bidder may be required to undergo an audit of their proposed costs and prices. The District will conduct the audit for the purpose of determining whether the Bidder's prices are fair and reasonable.

M. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this RFP and it is found by the District to be acceptable, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis, possibly including an audit, may be performed by or for the District in order to determine if the proposal is fair and reasonable. The Bidder has agreed 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 Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable.

Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

N. NON-ASSIGNMENT

Any attempt by Contractor to assign, subcontract, or transfer all or part of this agreement shall be void and unenforceable without the District's prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

O. LOSS LEADER

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.

P. 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 District's opinion is necessary to successfully accomplish the statement of work or technical specifications, the District may 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 rate will apply to any additional work.

PART III

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Resulting Contract

The resulting contract between the District and the successful Bidder(s) shall incorporate the following documents and the execution of this Agreement will be required after an award is made (see Part VIII – Forms):

- a. The attached sample Standard Agreement; the RFP General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, Insurance Requirements and OCFC Policies.
- b. The Statement of Work to be performed and/or work requirements set forth in this RFP.
- c. Addenda subsequent to the initial release of the RFP.
- d. The District's response to written questions and clarification to the RFP.
- e. Megan's Law Screening and Certification.

2. Errors and Requests for Additional Information

In the opinion of the District, this RFP is complete and without need of explanation.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, he/she shall immediately notify the District of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Bidders that may have questions, or need any clarifying information or additional information, should submit in writing via email to the contact person listed on the cover sheet of this RFP. Bidders must submit questions by the date and time specified in the Tentative Schedule (see Part II – General Information). Modifications will be made in writing by way of an addendum issued pursuant to paragraph 3 below.

3. Addenda (Changes to the RFP)

Prior to award of a contract, the General Provisions, Statement of Work to be Performed, 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 "Errors and Requests for Additional Information" above. All changes to this RFP will be made by written addendum. Clarifications will be provided by written notice to all parties to whom the District had sent notice of the RFP and to persons or entities who have requested to be provided notice of any modifications or notices. There will be no oral changes. Oral communications are not binding.

The effect of all addenda to the contract documents shall be considered in Bidder's proposal, and the addenda shall be made a part of the contract documents. It is the Bidder's responsibility to review their final submittal and ensure it has addressed all components in the original RFP and any addenda.

Important: It is the Bidder's responsibility to confirm in writing receipt of all addenda issued to this RFP before submitting a proposal. Failure to confirm in writing receipt of all addenda in any proposal may render the proposal non-responsive and result in its rejection.

Acknowledgment of all addenda may be noted by email or on the first page of Technical Proposal. The District reserves the right to change or cancel the RFP opening date for its own convenience and at its sole and absolute discretion.

4. Definitions

The use of “shall,” “must” or “will” indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will 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 of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II – General Information, Paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP as listed in Part VII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.
- It is incomplete and/or unsigned.

A proposal may be rejected if:

- It contains false or misleading statements or references, which do not support attributes or conditions, contended by the bidder. (The proposal shall be rejected if the District determines, in its sole and absolute discretion, that the information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this RFP.)

6. Right to Reject Any or All Proposals

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

7. Protests

A Bidder may file a protest against the awarding of the contract. The protest must be filed with both the District and the Department of General Services (DGS) at:

- Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088
- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Business Services Supervisor
88 Fair Drive
Costa Mesa, CA 92626

FAX: (714) 708-1876

Protests may be sent by regular mail, facsimile, courier or personal delivery. Protestants should include their fax numbers when possible.

The protest must be received prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth (5th) working day after notice of proposed award was posted in a public place at the District's Administration Office.

IN ADDITION, within five (5) days after filing the protest, the protesting Bidder shall file with the District and the Department of General Services, Legal Office, a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE, failure to file notice of protest by the conclusion of the fifth (5th) working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Dispositions of Proposals

All materials submitted in response to this RFP will become the property of the District. All proposals, evaluation and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the District will assess a fee to cover duplicating costs. Documents may be returned only at the District's option and at the bidder's expense. Two (2) copies of the proposal shall be retained for official District files.

2. Confidentiality of Proposals

The District will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected materials must be identified at the time of submitting the proposal to retain the claim of confidentiality. Bidder acknowledges that all materials submitted in response to the RFP, including proprietary materials, are subject to the California Public Records Act.

The materials may be used by the District to justify the awarding or not awarding of a contract if a protest is filed. The District will not be liable for inadvertently releasing confidential materials although the District will use the best efforts to prevent the release of said materials.

3. Modifications or Withdrawal of Proposals

Any proposal, which is received by the District before the time and date set for receipt of proposals, may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals in Part II.

A bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days" is non-responsive to the RFP.

PART IV

STATEMENT OF WORK TO BE PERFORMED

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a highly qualified, California Environmental Quality Act (CEQA) consultant to review the existing conditions, analyze potential environmental impacts, identify policies and programs that serve as mitigation, and identify additional mitigation measures to reduce potentially significant effects of the proposed 2018 Master Site Plan Concept. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Heroes Hall and Imaginology.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday (dark Monday and Tuesday). The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

B. ADDITIONAL BACKGROUND AND MINIMUM QUALIFICATION REQUIREMENTS

1. The California Environmental Quality Act (CEQA) requires that all State and local agencies consider the environmental considerations of projects over which they have discretionary authority. An Environmental Impact Report (EIR) is intended to provide decision-makers and the public with information concerning the environmental effects of a proposed project, possible ways to reduce or avoid the possible environmental damage, and identify alternatives to the project. An EIR must also disclose significant environmental impacts that cannot be avoided; growth inducing impacts; effects found not to be significant; as well as significant cumulative impacts of all past, present and reasonably anticipated future projects.

In April 2018, the Board of Directors of the 32nd DAA may approve the District’s Draft Master Site Plan Concept. As a result, the District seeks to select a consultant to ensure compliance with CEQA as related to any proposed Draft Master Site Plan Concept, including without limitation, preparing any and all necessary Notices of Intent, Preparation, Availability, Completion, and Determination, coordination of scoping meetings and public hearings, preparation of adoption/certification documents (e.g., Findings of Fact and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Plans), and, where appropriate, preparation of Phase I Environmental Site Assessments, Storm Water Pollution Prevention Plans, Air Quality Impact Assessments, Biological Resource Assessments, Cultural Resource Reports, Environmental Noise Assessments, Wetland Delineations, Arborist Surveys, and Land Use Consistency and Compatibility Analyses. .

2. The successful consultant’s must have previously completed a minimum of (2) CEQA/EIR programs.
3. The successful consultant’s must provide written acknowledgement of committing to attend the April 26, 2018 OCFEC Board of Directors Master Site Planning “workshop” tentatively scheduled 12:30pm to 2:00pm.

PART V

CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-4/17 Certification, GTC 4/17 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract.

1. Authorized Representative

Contractor must maintain one (1) or more 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. 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.

3. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. All vehicles and equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property.

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trucks upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. 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.

5. Security

Security of equipment is the responsibility of the Contractor. However, security personnel is provided in partnership with the Contractors providing equipment in the venue and all equipment is brought to the District at the risk of Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.

6. Weather Protection

Weather protection is the responsibility of the Contractor. The stage will be covered, but is not watertight.

7. 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 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.

8. 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.

9. Insurance

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

10. Work Permit Law

If Contractor employs youth under the age of 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.

11. 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. Please see attached procedures.

The District requires Contractor's employees to wear, in a clearly visible location, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned by Friday following the end of the OC Fair. All employees must abide by the District procedures as provided by the District.

12. 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.

13. 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.

14. 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.

15. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

16. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security and Parking & Traffic departments.

17. Travel, Transportation and Accommodations:

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

18. 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, and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up for each piece of equipment provided as well as 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.

19. 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.

20. 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 rate as entered on the Financial Proposal Bid Form.

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

21. 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 in this RFP.

22. 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 and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security 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 to the requirements set forth in this RFP.

23. 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.

24. 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.

25. 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.

26. Termination

The District reserves the right to terminate without cause any contract at any time 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. The District has the right to terminate any contract without cause in its sole and absolute discretion.

27. Anticipated Contract Term

The term of the contract shall be from April 30, 2018 through April 30, 2019 with the approval and acceptance of the 32nd District Agricultural Association.

PART VI EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the District's needs as described in this RFP and only content submitted in Bidder's proposal shall be considered during this process. Bidder must provide thorough and complete responses based upon the criteria contained in this RFP. Prior experience with and/or services provided to the District will not be considered unless detailed in Bidder's RFP response.

This part describes the process the District 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 District's Selection Committee (Committee) may wish to contact a Bidder for clarification purposes only. Bidder may only respond to questions for clarification from the Committee and will not be allowed to ask questions concerning other Bidders. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II - General Information, each proposal will be examined to determine if:

- Submittal (receipt) was by the deadline time and date, and
- The physical format requirements were met.

This is not a public review.

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:

- Review of the technical proposal,
- Confirmation the information is presented in the format required by the RFP, and
- All required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

This is not a public review.

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy is grounds for disqualification or receipt of a lower score.

4. The Committee will evaluate each proposal that meets the format requirements of preceding Paragraph 2, and assign points as outlined in Part VI, Paragraph B.

This is not a public review.

5. The Committee may contact the Bidders for clarification of proposals. Following any such clarification, the proposals may be re-scored.

This is not a public review.

6. In order to obtain the average score for each Bidder, the total points of each reviewer will be added up for each Bidder and the result divided by the number of people on the Committee. Selection of the Bidder is based upon the highest average score of the qualifying proposals.

7. The Financial Proposal Bid Form will be scored as outlined in Part II – General Information, Paragraph D. Certified Small Business Bidders, who have included in their proposal a copy of their Small Business Certification Approval Letter or print out from website <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>, shall be granted a preference of five percent (5%). The Financial Proposal Bid Form will be used to determine the not to exceed amount of the contract; however, billing must reflect a detailed breakdown of actual services rendered and shall be determined by the rates listed on the Bid Form.

8. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied bidders.
9. All bidders will be notified of the results.

B. SCORING PROCESS

All responsive proposals will be evaluated using the following weighted scoring method. A maximum of 100 total points is possible. The proposal will be scored according to the quality of the response, both physical and interpretive, for the following criteria. The Bidder who receives the highest score will be awarded the contract.

The Scoring Committee reserves the right to visit qualified Bidders place(s) of business as well as a site presently being serviced. This may affect the tentative award schedule.

Each proposal will be scored according to the quality and applicability of the response, both physical and interpretive, for each criterion below.

MAXIMUM POINTS

1. Consultant’s approach to this project and management plan	20
2. Experience and qualifications of the team assigned to the project	20
Organizational Chart	(5)
Organization Experience	(5)
Resume/CV’s	(10)
3. Financial Proposal	30
4. References	20
Bidder’s (4) Letters of recommendation from Clients (pg 22, 1. b)	(15)
Bidder’s (4) Letters of recommendation from Financial References (pg 23, 1. d) (From banks, subcontractors, major suppliers etc.)	(5)
5. Consultant’s overall capability, stability, resources	10
TOTAL POSSIBLE POINTS.....	100

PART VII

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

This part provides instructions to the Bidder regarding the mandatory proposal format and content requirements. The Bidder must remember that:

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and the manner requested;
- All questions must be answered; and
- All requested data must be supplied.

Proposals not following the required format will be deemed non-responsive and will be rejected.

B. PROPOSAL FORMAT AND CONTENT

All packages need to be clearly labeled in the manner described in Part II – General Information, Paragraph C. Each copy of the proposal must be prepared as one (1) document. Sealed packages are inserted into a second package.

Information in the proposal is to be provided in the order detailed in this part beginning with the cover letter page. Bidders have been provided with a checklist to assist in proposal preparation (refer to Part VIII – Forms); however, Bidders are ultimately responsible for fulfilling the submittal requirements as outlined in this RFP. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8½ x 11 inch paper; and all narrative portions of the proposal should be typed.

Table of Contents:

1. The first page of the proposal must be a signed cover letter on the letterhead of the Bidder and contain the following statement verbatim:

*“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the **RFP #: CEQA-01-18** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder 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. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”*

The company and signer’s name must be typed or printed clearly and the signature line must be dated. If Bidder fails to submit this document, or it is not signed and dated, the proposal will be rejected as being non-responsive.

2. One (1) copy of the proposal and attachments as described in Part VII – Mandatory Format and Content Requirements, Paragraph C (Technical Proposal) and D (Financial Proposal Bid Form);
3. One (1) completed, dated and signed Bidder/Contractor Status Form (with Corporate Resolution, as applicable);
4. One (1) copy of Bidder Declaration, GSPD 05-105
5. The completed DVBE documentation stated in Part II - General Information, Paragraph G (STD843, If Applicable)

6. One (1) copy of the OSDS Small Business Certification if Bidder is claiming the Small Business Preference (If applicable)

C. TECHNICAL PROPOSAL – REQUIRED SUBMITTAL

Each Bidder shall submit, for the purposes of proposal evaluation, all of the following information, as available, **IN THE ORDER LISTED BELOW**. All information submitted may pertain to the proposing company itself or to principal officers of the company. If any significant suppliers are to be used to fulfill this contract, submit applicable information as well. Bidder must submit sufficient documentation to determine that their company can meet the contract requirements. All responses must be provided in narrative detail, except as requested differently.

Proposals must contain sufficient detail to enable the District Selection Committee to determine the merits of the firm. Proposals shall clearly demonstrate satisfaction of the minimum qualifications above, and should address all elements requested below.

1. Transmittal Letter: The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and that staff proposed are available to begin work on this contract. The person authorized by the firm/team to enter into a contract with the District shall sign the cover letter and the letter should identify the individual to whom correspondence and other contacts should be directed during the consultant selection process.
2. Company Information: The proposal shall include the legal name, description of the organization, names of principals, number of employees, firm's longevity, client base, areas of specialization, and any other pertinent information to assist evaluators to understand the overall capability, stability, and resources of the organization.
3. Expertise: In a narrative format, the proposal should illustrate the firm's understanding of these types of projects and an indication of any strengths or unique expertise the firm would bring to the project.
4. Proposed Project Team: Names, qualifications, education and experience (CV's and/or resume) of the proposed project team and an indication of their proposed roles. Submit an organizational chart of the proposing company.
5. Project Management Plan: Discuss methods to be employed in managing this project and how these will ensure success of the project.
6. Company History: Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff and other key elements of business operations. Include a description of Bidder's industry awards or other industry recognition. Bidders must demonstrate a minimum of five (5) years' experience providing similar services.
7. Internal Programs: Describe and include any applicable personnel policies and training materials, including safety programs and customer service education. Explain how Bidder ensures its employees remain current with the latest industry standards.
8. Schedule: Describe your typical approach related to the preparation and implementation of a written schedule or timeline related to CEQA compliance (e.g., preparation and submission of written timelines/deadlines related to Preparation and completion of any necessary Notices of Intent, Preparation, Availability, Completion, and Determination; timelines related to the coordination of scoping meetings and public hearings; preparation and submission of written timelines deadlines related to preparation and completion of adoption/certification documents; preparation and submission of written timelines/deadlines related to the preparation and completion of any necessary environmental site assessments, Storm Water Pollution

Prevention Plans, Air Quality Impact Assessments, Biological Resource Assessments, Cultural Resource Reports, Environmental Noise Assessments, Wetland Delineations, Arborist Surveys, and Land Use Consistency and Compatibility Analyses).

9. Reports: When at the report production phase a “draft” will be presented to OCFEC management and the Master Site Plan committee. Once a final report is produced, you will provide the District with four copies of each report. Please describe in detail your process of reporting.

1. Experience and Ability to Perform

- a. Provide a list of all clients where the Bidder has satisfactorily performed similar services within the last five (5) years. At least one (1) shall reflect work performed in 2017.

In the body of Bidder’s narrative proposal, utilize the following format in sequential numbering (Client 1, Client 2, Client 3, etc.) as a guideline to ensure all of the below information is listed for the clients that meet the criteria listed above:

CLIENT 1

Name of Client:

Street Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Email Address:

Total Years of Service to Client:

Date Service Began:

Date Service Ended:

Size of Venue (Facility and Grounds):

Detailed Description of Scope, Size and Nature of Services Provided, including

Photographs: (provide any additional information to justify the relevance of this experience to the requirements contained in this RFP.

- b. Submit (**as Bidder’s Attachment 3**) four (4) Letters of Recommendation, written within the last two (2) years, from facility managers who have contracted Bidder’s services within the last two (2) years. Letters shall be dated, signed and must provide detailed information regarding the services provided for the referring clients, which indicate:
 - i. Name of company;
 - ii. Date of letter;
 - iii. Timeframe of services performed;
 - iv. Level of completion of contracted duties;
 - v. Personnel reliability, quality, performance of duties;
 - vi. Ability to meet deadlines and maintain schedules; and
 - vii. Full contact information for the reference, including name and title of the author, address and phone number.

Letters failing to include **ALL** details requested above may result in a lower score.

- c. List all potential suppliers (name, address and phone number) and describe in what manner/relationship Bidder has worked with them in the past. Provide an overview of the subcontractor/supplier's company history, including years in business, location(s), total number of staff and other key elements of their business operations.
- d. Submit as (Bidder's Attachment 4) – Four letters of Financial References recommendation, from banks, subcontractors, major suppliers, etc. that Bidder has done business with in the last two years.

D. FINANCIAL PROPOSAL BID FORM – REQUIRED SUBMITTAL

Each Bidder shall submit a completed and signed form and include it as specified.

The form has been posted along with this RFP. Any Bidder that does not use and submit the provided and completed shall be deemed non-responsive.

PART VIII

FORMS

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER (MANDATORY)

In conjunction with the information requested in Part VII – Mandatory Format and Content Requirements, a comprehensive proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the District. For your proposal to be responsive, all “Required” attachments must be returned. This checklist is intended to be used as a guideline and should not be used to validate all of the RFP content requirements.

<u>Document</u>	<u>Document Name/Description</u>
_____	Cover Letter Signed Cover Letter with Required Paragraph (Required)
_____	Proposal Technical Proposal and Financial Proposal Bid Form (Required)
_____	Proposal Financial Proposal Bid Form (Required)
_____	Attachment 1 Bidder’s Organization Chart (Score)
_____	Attachment 2 Bidder’s Key Personnel Resumes and Description of Experience (Score)
_____	Attachment 3 Bidder’s (4) Letters of Recommendation from Clients (Score)
_____	Attachment 4 Bidder’s (4) Letters from Financial References (Score)
_____	Attachment 5 Bidder’s Proof of Current Insurance Coverage (Required)
_____	Attachment 6 Bidder/Contractor Status Form <i>(with applicable Corporate Resolution)</i> (Required)
_____	Attachment 7 Bidder Declaration GSPD-05-105 (Required)
_____	Attachment 8 Disabled Veteran Business Enterprise (DVBE) Participation Form(s) STD843 (if applicable, effect DVBE incentive, will not cause rejection)
_____	Attachment 9 OSDS Small Business Certification or print from website (if applicable, will not cause rejection)

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- STD. 213, Standard Agreement
- GTC 04/2017 – General Terms & Conditions
- CCC 04/2017 – Certification
- Insurance Requirements
- Megan’s Law Screening & Certification
- OCFEC Policies

**ATTACHMENT 6
BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER CEQA-01-18**

Page 1 of 2

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 name of sole proprietor: (i.e. John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (Please check one) General Partnership Limited Partnership

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

Corporation

A copy of the corporate resolution authorizing the signing of this form must be attached.

Place and date of incorporation _____

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:** _____

Other Officers: _____

All must answer: Are you subject to Federal Backup Withholding? Yes No

**ATTACHMENT 6
BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER CEQA-01-18**

Page 2 of 2

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 filing.

Small Business Preference

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

If yes, the bidder is required to submit a copy of the OSDS's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees? Yes No

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

The District reserves the right to verify the information provided on this form by the bidder under RFP process.

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 bidder/contractor.

(Print Name & Title)

(Signature)

(Date)

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

**FINANCIAL PROPOSAL BID FORM
RFP NUMBER CEQA-01-18**

Page 1 of 4

BIDDERS TO USE PROVIDED FINANCIAL PROPOSAL BID FORM AND SPREADSHEET (3 TABS). DO NOT GIVE OPTIONS. WHEN AWARD IS MADE CONTRACT NOT TO EXCEED AMOUNT TO BE LEFT OPEN AND WILL BE BASED ON HOURLY RATE.

1. Proposed Cost: Respondents shall state their proposed fees and a table of reimbursable expenses. Any optional work or tasks that are not included in your cost proposal must be clearly identified as such.
 - A. Fee Schedule (All Inclusive): Identify all personnel that may be, directly and indirectly, assigned to the project as well as proposed hourly rates. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and- materials basis.
 - B. Reimbursable/Other Expenses (All Inclusive): Identify charges for all reimbursable costs not included in the Fee Schedule for personnel.
 - C. Additional Consultants (All Inclusive): Carry a fee schedule for required support from the following outside consultant personnel.
 - 1 – HPI Architecture, 115 22nd Street Newport Beach CA.
 - 2 – SWA Group, 301 Battery Street 2 Mezzanine San Francisco, CA.
 - 3 – Johnson Consulting, 6 East Monroe Street 5floor Chicago IL
 These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and- materials basis.

The District will use the average proposed hourly rate times 1000 estimated hours of to quantify proposal total for (A) Fee Schedule. Billing will be based on the actual service hours provided.

(A) Fee Schedule

LIST OF STAFF TITLE TO BE USED	PROPOSED RATE PER HOUR
THIS IS A SAMPLE. USE PROVIDED EXCEL	\$
SPREADSHEET TO ENTER FINANCIAL DATA	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Add Additional page if necessary

**FINANCIAL PROPOSAL BID FORM
RFP NUMBER CEQA-01-18**

Page 3 of 4

Partner: SWA Group	
LIST OF STAFF TITLE TO BE USED	PROPOSED RATE PER HOUR (All inclusive)
THIS IS A SAMPLE. USE PROVIDED EXCEL	\$
SPREADSHEET TO ENTER FINANCIAL DATA	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Partner: Johnson Consulting Services	
LIST OF STAFF TITLE TO BE USED	PROPOSED RATE PER HOUR (All inclusive)
THIS IS A SAMPLE. USE PROVIDED EXCEL	\$
SPREADSHEET TO ENTER FINANCIAL DATA	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

NOTICE OF PROPOSED AWARD

RFP NUMBER: CEQA-01-18

April 6, 2018

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

PROPOSED AWARD OF

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
COMPLIANCE SERVICES**

AT THE OC FAIR & EVENT CENTER TO:

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M., April 13, 2018
THE AWARD WILL BE FINAL.**

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

R A F

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

2 The term of this Agreement is: _____ through _____ **FED ID:** _____

3. The maximum amount of this Agreement is: \$ _____

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 _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

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

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions

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

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 www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

EXHIBIT C – GENERAL TERMS AND CONDITIONS

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.)

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.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

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

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.)

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 Sweatfree 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.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.)

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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

- 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

California Fair Services Authority

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, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, 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 all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - 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) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
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 obligation shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

**OC Fair & Event Center
Megan's Law Screening Certification and Listing**

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 Entertainer	Consultant Exhibitor	Concessionaire Volunteer
---	-----------------------------------	---------------------------------	-------------------------------------

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Youth Expo. 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, attorneys 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

OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____** (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ___ No ___** (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:**
 - (1) Are you a broker or agent? **Yes ___ No ___**
 - (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes ___ No ___ N/A ___**

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Signature: _____ **Date:** _____

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BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.