

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION

***Tree Trimming***

LOW COST

**INVITATION FOR BID (IFB)**

**IFB NUMBER: TT-01-20**

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

**Date Issued: July 6, 2020**

**Bid Opening, Thursday, July 30, 2020, 11:00 a.m.**

**BID DUE DATE: Bids must be received no later than Thursday, July 30, 2020, 11:00 a.m.**

**ALL BID PROPOSALS MUST BE EMAIL TO EMAIL ADDRESS: [IFB@ocfair.com](mailto:IFB@ocfair.com)**

Contact Person: Kelly Vu

E-mail: [IFB@ocfair.com](mailto:IFB@ocfair.com)

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

**Bidders should include the IFB Number referenced above in the subject line of all emails sent to [IFB@ocfair.com](mailto:IFB@ocfair.com).**

**Prospective bidders to send email request to [IFB@ocfair.com](mailto:IFB@ocfair.com) to receive notification**

In conjunction with the information requested in Part VIII – Mandatory Format and Content Requirements, all required documents and attachments listed in Section IX – Forms must be submitted as part of the bid proposal. Do not modify bid documents.

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## **PART I DEFINITIONS**

<b>BIDDER/PROPOSER:</b>	The individual, company, organization or business entity submitting the proposal in response to the Invitation For Bid.
<b>CFSA:</b>	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.
<b>CONTRACTOR:</b>	Refers to that Bidder selected by the District to provide the services set forth in this IFB. Terms can be used interchangeably.
<b>DGS:</b>	Refers to the "Department of General Services," State of California, located at: <div style="margin-left: 400px;">707 Third Street, 7<sup>th</sup> Floor West Sacramento, California 95605 Attention: Office of Legal Services</div>
<b>DISTRICT:</b>	Refers to the 32 <sup>nd</sup> 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: <div style="margin-left: 400px;">88 Fair Drive Costa Mesa, California 92626</div>
<b>F &amp; E:</b>	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: <div style="margin-left: 400px;">1010 Hurley Way, Suite 200 Sacramento, California 95825</div>
<b>IMAGINOLOGY:</b>	Refers to the annual event held in April of each year.
<b>QUALIFIED:</b>	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 IFB and meet all other requirements listed herein.
<b>OC FAIR/FAIR TIME:</b>	Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.
<b>IFB:</b>	Invitation For Bid
<b>RESPONSIVE:</b>	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 IFB will be considered "responsive."
<b>YEAR-ROUND EVENT:</b>	Refers to any event held outside of the annual OC Fair and Imaginology.

## **PART II GENERAL INFORMATION**

### **A. INVITATION FOR BID (IFB)**

The Board of Directors of the 32<sup>nd</sup> District Agricultural Association, in releasing this IFB, intends to award a contract for the Tree Trimming for the OC Fair & Event Center from September 1, 2020 through August 31, 2021, with four (4) one (1)-year options. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

### **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 electronically submitted prior to the closing time and by e-mail\* to [IFB@ocfair.com](mailto:IFB@ocfair.com). Failure to meet these requirements will result in an unaccepted proposal.

\*District's e-mail servers cannot receive files larger than 12MB. Files larger than 12MB will not be received and will result in an unaccepted proposal.

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

- One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (Where applicable).
- Proposals must be submitted by email to [IFB@ocfair.com](mailto:IFB@ocfair.com) no later than Thursday, July 30, 2020, 11:00 a.m.

Note: Proposals must be emailed to [IFB@ocfair.com](mailto:IFB@ocfair.com). Due to Covid 19, the District temporarily does not accept mailing a physical copy. Winning Bidder will be asked to mail in original proposal once the contract is awarded.

### **D. CONTRACT AWARD**

Each Bidder's financial proposal is evaluated and based on low cost, Small Business preference and DVBE incentive will be given where applicable (see Part II, Items G and H).

If the contract is awarded, it shall be granted to the qualified responsible Bidder who proposed the lowest cost. Prior to the Board awarding a contract, the District shall post a "Notice of Proposed Award" on the OC Fair website 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 Board of the 32<sup>nd</sup> District Agricultural Association approves the award.

The District reserves the right to reject all proposals, to select without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

## E. TENTATIVE SCHEDULE

IFB Released	Monday, July 6, 2020
**Questions due via email – 5:00 p.m.	Wednesday, July 22, 2020
Answers sent to all bidders via email	Friday, July 24, 2020
<b>Proposal Deadline – 11:00 a.m.</b>	<b>Thursday, July 30, 2020</b>
Post/mail “Notice of Proposed Award”	Monday, August 3, 2020
OCFEC Board of Directors	Thursday, August 27, 2020
Proposed Contract Commences	September 1, 2020

\*\*All questions are to be submitted in writing and email to [IFB@ocfair.com](mailto:IFB@ocfair.com) by the date and time specified above. All questions and answers will be distributed to all Bidders by the date specified above. No IFB related questions will be answered after questions are due.

## F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit the Bidder/Subcontractor Status Form in response to the IFB. 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 IFB.

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

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
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 must complete and submit the Bidder and Subcontractor Performance Declaration, GSPD-05-105 (Attachment 3) found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

3. **IF** Bidder answered “yes” to any question on the GSPD-05-105, Bidder must submit Disabled Veteran Business Enterprise Declarations, DGS PD 843 found at

[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

## 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, 1<sup>st</sup> 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 with the proposal (see Part VIII – 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 subcontractors 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, as outlined in Part XI – Sample of Contract, 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 California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."

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 IFB.

## **K. SIGNATURE**

The Proposal Forms 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 IFB 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 IFB.

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 IFB, 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.

**Q. POST AWARD DISPUTES**

- A. If a post award dispute between the Department and a Contractor arises, the Department shall deal in good faith and attempt to resolve potential disputes informally.
- B. Contractor should state the dispute in writing, including all facts of the dispute, and submit it to the Department Supervisor or designee.
- C. The Department Supervisor or designee shall review the matter and render a final decision in a timely manner.
- D. If the Contractor is not satisfied with the final decision, the matter may be referred to the DGS/PD's Protest and Dispute Resolution unit for final resolution.

**R. EXPATRIATE CORPORATION:**

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.

**S. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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



**PART III**  
**RULES GOVERNING COMPETITION & TECHNICAL EVALUATION**

**A. IFB 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 IX – Forms):

- a. General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements. (CCC,GTC)  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- b. The Statement of Work to be performed and/or work requirements set forth in this IFB.
- c. Addenda subsequent to the initial release of the IFB.
- d. The District's response to written questions and clarification to the IFB.
- e. All Exhibits.

**2. Errors and Requests for Additional Information**

In the opinion of the District, this IFB is complete and without need of explanation:

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, 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 IFB. 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 – Addenda below.

**3. Addenda (Changes to the IFB)**

Prior to award of a contract, the General Provisions, Statement of Work to be Performed, Addenda and all forms and documents of this IFB constitute the potential contract. Any requests to change these must be submitted according to the instructions “Errors and Requests for Additional Information” above. All changes to this IFB 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 IFB 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 said 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 IFB and any addenda.

**4. Definitions**

The use of “shall,” “must” or “will” indicates a mandatory requirement or condition in this IFB. 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 IFB as listed in Part VIII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this IFB without formally withdrawing other bids.
- Not using provided required forms and attachments.
- The bidder is not eligible to do business in California.
- 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, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this IFB.)

## **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 IFB; postpone or cancel, at any time, this IFB process, or waive any irregularities in this IFB. 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 IFB, 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, 7<sup>th</sup> Floor, Suite 7-330  
West Sacramento, California 95605  
FAX: (916) 376-5088
- 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center  
Business Services Department  
Attention: Kelly Vu  
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 (5<sup>th</sup>) working day after notice of proposed award was posted in a public place on the District's website.

**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 (5<sup>th</sup>) 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 IFB will become the property of the District. All proposals, evaluation shall be available for public inspection at the conclusion of the 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.

## **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 IFB, 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 IFB.

## **PART IV HISTORY & GENERAL INFORMATION**

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

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

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

Heroes Hall, located at the OC Fair & Event Center, is a permanent museum and education center honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation.

The OC Fair & Event Center is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Friday from noon to midnight, and Saturday and Sunday from 11 a.m. to midnight. Attendance at the OC Fair has exceeded 1.3 million guests for several years.

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

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

OCFEC also features two additional programs for the public that are independently operated. The equestrian center includes barns, riding arenas and other facilities supporting the equine community, and is used by private boarders and trainers. Members of the public are welcome to visit. The OC Market Place offers shopping and entertainment on most weekends and is open for the public to enjoy. Both programs are operated by independent contractors pursuant to agreements with the District.

**PART V**  
**STATEMENT OF WORK TO BE PERFORMED**

The District is soliciting Bids for the Tree Trimming. The Agreement term for these services shall be for September 1, 2020 through August 31, 2021 with four (4) one (1)-year options.

**A. Purpose and Background**

Provide tree trimming throughout the entire OC FEC property.

**1. Minimum Qualification Requirements:**

- a. Primary Bidder must possess a valid arborist license. The District will verify with State License Board upon awarding.
- b. Bidder must be able to meet all Workers' Compensation, Commercial General Liability, and Motor Vehicle insurance requirements as outlined in the attached Section XI, Exhibit E - Insurance Requirements. Proof of insurance and other requirements must be provided to the District within five (5) days of contract award. Failure to do so could result in termination of said contract.
- c. Bidder must have a minimum of three (3) satisfactory references. References will be verified upon awarding the contract.

**B. Scope of Work:**

**Trimming and Pruning Trees**

- Contractor shall be responsible for tree trimming, pruning, seed stalk removal on trees ranging from small to large/tall trees.
- All dead and dying or broken/loose branches and stubs shall be removed.
- Branches that create sight line conflicts with traffic control signs and/or devices or within five (5) feet of a structure shall be selectively pruned.
- When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around the trunk, and the removal of sucker growth from tree trunks.

**Tree Locations**

A map is provided as a separate attachment due to size.

**List of Trees**

Botanical Name	Common Name	Tree#	Height in ft.	DBH in inch's	Condition
Washingtonia robusta	Mexican Fan Palm	1	40	13	Excellent
Archontophoenix cunninghamiana	King Palm	2	10	5	Excellent
Archontophoenix cunninghamiana	King Palm	3	10	5	Excellent
Archontophoenix cunninghamiana	King Palm	4	10	6	Excellent
Fraxinus uhdei	Evegreen Ash	5	42	19	Good-Fair
Ulmus parvifolia	Chinese Elm	6	62	13	Good-Fair
Ulmus parvifolia	Chinese Elm	7	62	9	Good-Fair
Ulmus parvifolia	Chinese Elm	8	62	10	Good-Fair
Ulmus parvifolia	Chinese Elm	9	62	11	Good-Fair
Ulmus parvifolia	Chinese Elm	10	62	10	Good-Fair
Ulmus parvifolia	Chinese Elm	11	62	11	Good-Fair

Ulmus parvifolia	Chinese Elm	12	62	12	Good-Fair
Schinus Molle	California Pepper	13	46	19	Good-Fair
Schinus Molle	California Pepper	14	32	13.5	Good-Fair
Ulmus parvifolia	Chinese Elm	15	63	28	Good-Fair
Ulmus parvifolia	Chinese Elm	16	64	19	Good-Fair
Ulmus parvifolia	Chinese Elm	17	63	24	Good-Fair
Ulmus parvifolia	Chinese Elm	18	66	25	Good-Fair
Ulmus parvifolia	Chinese Elm	19	66	23	Good-Fair
Ulmus parvifolia	Chinese Elm	20	66	19	Good-Fair
Ulmus parvifolia	Chinese Elm	21	66	18.5	Good-Fair
Schinus terebinthifolia	Brazilian Pepper	22	65	21	Fair-Poor
Ulmus parvifolia	Chinese Elm	23	63	13	Good-Fair
Ceratonia siliqua	Carob	24	56	21.5	Good
Schinus terebinthifolia	Brazilian Pepper	25	50	15	Good
Schinus terebinthifolia	Brazilian Pepper	26	28	10	Good
Schinus terebinthifolia	Brazilian Pepper	27	32	12.5	Fair
Schinus terebinthifolia	Brazilian Pepper	28	33	12.5	Good
Schinus terebinthifolia	Brazilian Pepper	29	52	18.5	Good
Schinus terebinthifolia	Brazilian Pepper	30	60	25	Good
Schinus terebinthifolia	Brazilian Pepper	31	53	12	Fair
Schinus terebinthifolia	Brazilian Pepper	32	49	18.5	Good
Schinus terebinthifolia	Brazilian Pepper	33	41	13.5	Good
Schinus terebinthifolia	Brazilian Pepper	34	55	21.5	Good
Schinus terebinthifolia	Brazilian Pepper	35	44	26	Good
Schinus terebinthifolia	Brazilian Pepper	36	43	20	Good
Schinus terebinthifolia	Brazilian Pepper	37	43	19	Good
Eucalyptus grandis	Flooded Gum	38	75	25	Good
Archontophoenix cunninghamiana	King Palm	39	25	8.5	Good
Archontophoenix cunninghamiana	King Palm	40	24	9	Good
Archontophoenix cunninghamiana	King Palm	41	25	8.5	Good
Archontophoenix cunninghamiana	King Palm	42	20	7.5	excellent
Archontophoenix cunninghamiana	King Palm	43	20	8.5	excellent
Archontophoenix cunninghamiana	King Palm	44	25	9.5	excellent
Archontophoenix cunninghamiana	King Palm	45	25	9.5	excellent
Archontophoenix cunninghamiana	King Palm	46	23	8.5	excellent
Archontophoenix cunninghamiana	King Palm	47	23	9	excellent
Archontophoenix cunninghamiana	King Palm	48	20	10.5	excellent
Archontophoenix cunninghamiana	King Palm	49	20	10.5	excellent
Archontophoenix cunninghamiana	King Palm	50	20	10	excellent
Archontophoenix	King Palm	51	26	8.5	excellent

cunninghamiana					
Archontophoenix cunninghamiana	King Palm	52	30	11	excellent
Archontophoenix cunninghamiana	King Palm	53	26	10.5	excellent
Archontophoenix cunninghamiana	King Palm	54	20	10	excellent
Archontophoenix cunninghamiana	King Palm	55	23	10.5	excellent
Archontophoenix cunninghamiana	King Palm	56	22	9.5	excellent
Archontophoenix cunninghamiana	King Palm	57	23	9	excellent
Archontophoenix cunninghamiana	King Palm	58	22	8.5	excellent
Archontophoenix cunninghamiana	King Palm	59	28	9.25	excellent
Archontophoenix cunninghamiana	King Palm	60	25	8.75	excellent
Archontophoenix cunninghamiana	King Palm	61	22	7.75	excellent
Archontophoenix cunninghamiana	King Palm	62	20	9.5	excellent
Archontophoenix cunninghamiana	King Palm	63	19	9	excellent
Archontophoenix cunninghamiana	King Palm	64	22	9.75	excellent
Archontophoenix cunninghamiana	King Palm	65	24	10.75	excellent
Archontophoenix cunninghamiana	King Palm	66	22	10	excellent
Archontophoenix cunninghamiana	King Palm	67	24	10.75	excellent
Archontophoenix cunninghamiana	King Palm	68	20	7.75	excellent
Archontophoenix cunninghamiana	King Palm	69	22	8.5	excellent
Archontophoenix cunninghamiana	King Palm	70	23	11.25	excellent
Archontophoenix cunninghamiana	King Palm	71	26	11.5	excellent
Archontophoenix cunninghamiana	King Palm	72	21	9.75	excellent
Archontophoenix cunninghamiana	King Palm	73	22	9	excellent
Fraxinus pennsylvanica	Green Ash	74	65	27.5	good
Magnolia grandiflora	Magnolia	75	36	10.5	good-fair
Ulmus parvifolia	Chinese Elm	76	55	23.5	good-fair
Ulmus parvifolia	Chinese Elm	77	45	12.25	good-fair
Ulmus parvifolia	Chinese Elm	78	50	17	good-fair
Ulmus parvifolia	Chinese Elm	79	55	17	good-fair
Ulmus parvifolia	Chinese Elm	80	42	12.5	good-fair
Ulmus parvifolia	Chinese Elm	81	58	19	good-fair
Ulmus parvifolia	Chinese Elm	82	55	26.25	good-fair

Ulmus parvifolia	Chinese Elm	83	62	15.75	good-fair
Ulmus parvifolia	Chinese Elm	84	68.5	22.625	good-fair
Ulmus parvifolia	Chinese Elm	84	55	17	good-fair
Ulmus parvifolia	Chinese Elm	85	55	35	good-fair
Ulmus parvifolia	Chinese Elm	86	55	17.5	fair-poor
Ulmus parvifolia	Chinese Elm	87	50	21.5	good-fair
Ulmus parvifolia	Chinese Elm	88	53	14	good-fair
Erythrina caffra	Kaffirboom Coral	89	50	63	excellent
Ficus nitida	Indian laurel	90	63	32.5	excellent
Ficus nitida	Indian laurel	91	56	38	excellent
Ulmus parvifolia	Chinese Elm	92	50	18.5	good-fair
Ulmus parvifolia	Chinese Elm	93	65	22	good-fair
Ulmus parvifolia	Chinese Elm	94	65	17.25	good-fair
Ulmus parvifolia	Chinese Elm	95	60	17.25	good-fair
Ulmus parvifolia	Chinese Elm	96	57	18	good-fair
Ulmus parvifolia	Chinese Elm	97	59	24.5	good-fair
Ulmus parvifolia	Chinese Elm	98	53	14.5	good-fair
Ulmus parvifolia	Chinese Elm	99	53	11.75	good-fair
Syagrus romanzoffiana	Queen Palm	100	25	9.5	excellent
Syagrus romanzoffiana	Queen Palm	101	24	8.75	excellent
Syagrus romanzoffiana	Queen Palm	102	18	12	excellent
Archontophoenix cunninghamiana	King Palm	103	24	8.75	excellent
Syagrus romanzoffiana	Queen Palm	104	11	8.75	excellent
Archontophoenix cunninghamiana	King Palm	105	29	9.75	excellent
Archontophoenix cunninghamiana	King Palm	106	23	7.75	excellent
Archontophoenix cunninghamiana	King Palm	107	26	8.5	excellent
Archontophoenix cunninghamiana	King Palm	108	17	7.5	excellent
Archontophoenix cunninghamiana	King Palm	109	19	6.25	excellent
Archontophoenix cunninghamiana	King Palm	110	21	6	excellent
Archontophoenix cunninghamiana	King Palm	111	17	8	excellent
Syagrus romanzoffiana	Queen Palm	112	18	12	excellent
Syagrus romanzoffiana	Queen Palm	113	23	9	excellent
Syagrus romanzoffiana	Queen Palm	114	24	10	excellent
Syagrus romanzoffiana	Queen Palm	115	9	8	excellent
Syagrus romanzoffiana	Queen Palm	116	20	11.5	excellent
Syagrus romanzoffiana	Queen Palm	117	20	13	excellent
Archontophoenix cunninghamiana	King Palm	118	23	11	excellent
Archontophoenix cunninghamiana	King Palm	119	23	8.5	excellent
Archontophoenix cunninghamiana	King Palm	120	24	11	excellent
Archontophoenix cunninghamiana	King Palm	121	20	8.75	excellent



Archontophoenix cunninghamiana	King Palm	122	25	11.25	excellent
Archontophoenix cunninghamiana	King Palm	123	26	11.25	excellent
Archontophoenix cunninghamiana	King Palm	124	22	11	excellent
Archontophoenix cunninghamiana	King Palm	125	24	8.5	excellent
Archontophoenix cunninghamiana	King Palm	126	19	7.25	excellent
Washingtonia robusta	Mexican Fan Palm	127	30	11	Fair
Washingtonia robusta	Mexican Fan Palm	128	55	11.75	Fair
Eucalyptus ficifolia	Red flowering gum	129	20	7	excellent
Eucalyptus ficifolia	Red flowering gum	132	50	17	excellent
Eucalyptus ficifolia	red flowering gum	134	55	20.5	excellent
Eucalyptus ficifolia	Red flowering gum	136	53	18	excellent
Eucalyptus ficifolia	Red flowering gum	138	47	13	excellent
Eucalyptus ficifolia	Red flowering gum	140	60	15	excellent
Eucalyptus ficifolia	Red flowering gum	142	53	14.5	excellent
Eucalyptus ficifolia	Red flowering gum	146	33	12	excellent
Eucalyptus ficifolia	Red flowering gum	147	48	17	excellent
Eucalyptus ficifolia	Red flowering gum	148	40	11.5	fair
Eucalyptus ficifolia	Red flowering gum	150	28	9.5	excellent
Eucalyptus ficifolia	red flowering gum	152	32	11	excellent
Eucalyptus ficifolia	Red flowering gum	154	37	12	excellent
Eucalyptus ficifolia	Red flowering gum	157	21	6.5	Poor
Eucalyptus ficifolia	Red flowering gum	158	38	16.5	excellent
Eucalyptus ficifolia	Red flowering gum	159	35	11.5	excellent
Washingtonia robusta	Mexican Fan Palm	160	80	17	excellent
Washingtonia robusta	Mexican Fan Palm	161	80	19.5	excellent
Washingtonia filifera	California Fan Palm	162	60	28.5	excellent
Washingtonia robusta	Mexican Fan Palm	163	83	17.5	excellent
Washingtonia robusta	Mexican Fan Palm	166	80	15.5	Poor
Ceiba speciosa	Floss Silk	168	47	24.25	Good
Ceiba speciosa	Floss Silk	169	31	15.5	Poor
Washingtonia robusta	Mexican Fan Palm	170	83	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	171	83	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	172	80	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	173	78	17	excellent
Washingtonia robusta	Mexican Fan Palm	174	47	11.5	excellent
Washingtonia robusta	Mexican Fan Palm	175	53	12	excellent
Eucalyptus ficifolia	Red flowering gum	176	33	8	fair-poor
Eucalyptus ficifolia	Red flowering gum	179	27	6	excellent
Eucalyptus ficifolia	Red flowering gum	184	35	7	fair
Eucalyptus ficifolia	Red flowering gum	186	18	4	good
Eucalyptus ficifolia	Red flowering gum	189	33	9	excellent
Eucalyptus ficifolia	Red flowering gum	192	21	7.5	poor
Eucalyptus ficifolia	Red flowering gum	194	33	10.5	excellent
Eucalyptus ficifolia	Red flowering gum	197	41	13.5	fair
Washingtonia robusta	Mexican Fan Palm	199	80	12.75	excellent
Washingtonia robusta	Mexican Fan Palm	200	81	13.5	excellent

Washingtonia robusta	Mexican Fan Palm	201	81	14.75	excellent
Washingtonia robusta	Mexican Fan Palm	202	83	14.25	excellent
Washingtonia robusta	Mexican Fan Palm	203	83	15.5	excellent
Washingtonia robusta	Mexican Fan Palm	204	82	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	205	80	12.75	excellent
Washingtonia robusta	Mexican Fan Palm	206	82	15.25	excellent
Washingtonia robusta	Mexican Fan Palm	207	82	14	excellent
Erythrina caffra	Coral	208	53	58	good
Washingtonia robusta	Mexican Fan Palm	209	85	14.25	good
Erythrina caffra	Coral	210	59	57.75	good
Washingtonia robusta	Mexican Fan Palm	211	85	14	good
Erythrina caffra	Coral	212	59	52	good
Washingtonia robusta	Mexican Fan Palm	213	885	22	good
Erythrina caffra	Coral	214	57	50.5	good
Washingtonia robusta	Mexican Fan Palm	215	83	14.5	good
Erythrina caffra	Coral	216	57	59.5	good
Erythrina caffra	Coral	218	57	65.25	good
Erythrina caffra	Coral	219	57	84.5	fair
Erythrina caffra	Coral	220	57	81.75	good
Erythrina caffra	Coral	221	57	50	good
Erythrina caffra	Coral	223	42	47.5	good
Washingtonia robusta	Mexican Fan Palm	224	65	17.5	excellent
Erythrina caffra	Coral	225	45	89.5	good
Washingtonia robusta	Mexican Fan Palm	226	65	15	excellent
Erythrina caffra	Coral	227	45	60.5	good
Washingtonia robusta	Mexican Fan Palm	228	65	14	excellent
Erythrina caffra	Coral	229	42	22.5	good
Washingtonia robusta	Mexican Fan Palm	230	65	14	excellent
Washingtonia robusta	Mexican Fan Palm	231	65	14	excellent
Erythrina caffra	Coral	232	42	37	good
Washingtonia robusta	Mexican Fan Palm	233	65	13.5	excellent
Erythrina caffra	Coral	234	40	24.5	good
Washingtonia robusta	Mexican Fan Palm	235	65	12.75	excellent
Erythrina caffra	Coral	236	42	25	fair
Washingtonia robusta	Mexican Fan Palm	237	65	13	excellent
Washingtonia robusta	Mexican Fan Palm	238	58	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	239	39	14.25	excellent
Washingtonia robusta	Mexican Fan Palm	240	45	14	excellent
Washingtonia robusta	Mexican Fan Palm	241	28	12.5	excellent
Washingtonia robusta	Mexican Fan Palm	242	35	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	243	38	11.75	excellent
Washingtonia robusta	Mexican Fan Palm	244	27	12.5	excellent
Eucalyptus camaldulensis	Red Gum	264	70	36	good
Archontophoenix cunninghamiana	King Palm	268	15	8	excellent
Archontophoenix cunninghamiana	King Palm	269	12	7.5	excellent
Archontophoenix cunninghamiana	King Palm	270	15	7.5	excellent
Archontophoenix	King Palm	271	15	8.5	excellent

cunninghamiana					
Archontophoenix cunninghamiana	King Palm	272	16	8	excellent
Archontophoenix cunninghamiana	King Palm	273	16	7.5	excellent
Archontophoenix cunninghamiana	King Palm	274	15	8.25	excellent
Archontophoenix cunninghamiana	King Palm	275	15	7.5	excellent
Archontophoenix cunninghamiana	King Palm	276	15	8.5	excellent
Archontophoenix cunninghamiana	King Palm	277	16	9	excellent
Archontophoenix cunninghamiana	King Palm	278	18	9.5	excellent
Archontophoenix cunninghamiana	King Palm	279	15	9	excellent
Washingtonia robusta	Mexican Fan Palm	280	32	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	281	32	13	excellent
Washingtonia robusta	Mexican Fan Palm	282	32	16	excellent
Washingtonia filifera	California Fan Palm	283	30	22	excellent
Washingtonia robusta	Mexican Fan Palm	284	32	15.5	excellent
Washingtonia robusta	Mexican Fan Palm	285	27	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	286	30	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	287	27	13.5	excellent
Syagrus romanzoffiana	Queen Palm	288	33	12	good
Syagrus romanzoffiana	Queen Palm	289	31	11	good
Syagrus romanzoffiana	Queen Palm	290	24	11	good
Syagrus romanzoffiana	Queen Palm	291	32	14	good
Syagrus romanzoffiana	Queen Palm	292	27	11	good
Syagrus romanzoffiana	Queen Palm	293	36	13	good
Syagrus romanzoffiana	Queen Palm	294	33	11	good
Syagrus romanzoffiana	Queen Palm	295	27	12	good
Syagrus romanzoffiana	Queen Palm	296	27	11.5	good
Syagrus romanzoffiana	Queen Palm	297	27	15	good
Syagrus romanzoffiana	Queen Palm	298	27	14	good
Eucalyptus grandis	Flooded Gum	299	27	10.5	good
Syagrus romanzoffiana	Queen Palm	300	88	33	good
Syagrus romanzoffiana	Queen Palm	301	19	12	good
Syagrus romanzoffiana	Queen Palm	302	19	11.75	good
Washingtonia robusta	Mexican Fan Palm	303	50	13	excellent
Washingtonia robusta	Mexican Fan Palm	304	53	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	305	50	14	excellent
Washingtonia robusta	Mexican Fan Palm	306	50	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	307	50	15	excellent
Washingtonia robusta	Mexican Fan Palm	308	42	15	excellent
Washingtonia robusta	Mexican Fan Palm	309	50	13	excellent
Washingtonia robusta	Mexican Fan Palm	310	42	13	excellent
Washingtonia robusta	Mexican Fan Palm	311	50	15	excellent
Washingtonia robusta	Mexican Fan Palm	312	50	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	313	54	16	excellent

Washingtonia robusta	Mexican Fan Palm	314	47	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	315	48	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	316	45	15	excellent
Washingtonia robusta	Mexican Fan Palm	317	33	12.5	excellent
Washingtonia robusta	Mexican Fan Palm	318	42	14	excellent
Washingtonia robusta	Mexican Fan Palm	319	45	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	320	39	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	321	44	12	excellent
Washingtonia robusta	Mexican Fan Palm	322	44	14	excellent
Ficus nitida	Indian laurel	323	78	32.5	good
Ficus nitida	Indian laurel	324	78	22.5	good
Ficus nitida	Indian laurel	325	78	24	good
Ficus nitida	Indian laurel	326	78	23	good
Ficus nitida	Indian laurel	327	78	25.5	good
Syagrus romanzoffiana	Queen Palm	328	47	12.5	good
Syagrus romanzoffiana	Queen Palm	329	46	12.5	good
Syagrus romanzoffiana	Queen Palm	330	22	14	good
Syagrus romanzoffiana	Queen Palm	331	22	9	good
Syagrus romanzoffiana	Queen Palm	332	22	12.5	good
Syagrus romanzoffiana	Queen Palm	333	16	9	good
Syagrus romanzoffiana	Queen Palm	334	28	15	good
Syagrus romanzoffiana	Queen Palm	335	28	12.5	good
Syagrus romanzoffiana	Queen Palm	336	16	12.75	good
Syagrus romanzoffiana	Queen Palm	337	17	10	good
Syagrus romanzoffiana	Queen Palm	338	28	11	good
Syagrus romanzoffiana	Queen Palm	339	22	13.5	good
Syagrus romanzoffiana	Queen Palm	340	36	15.5	good
Syagrus romanzoffiana	Queen Palm	341	19	14	good
Syagrus romanzoffiana	Queen Palm	342	16	13	good
Syagrus romanzoffiana	Queen Palm	343	16	13.75	good
Syagrus romanzoffiana	Queen Palm	344	21	12.25	good
Washingtonia robusta	Mexican Fan Palm	345	52	13.75	excellent
Washingtonia robusta	Mexican Fan Palm	346	46	12.25	excellent
Washingtonia robusta	Mexican Fan Palm	347	54	14	excellent
Washingtonia robusta	Mexican Fan Palm	348	54	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	349	57	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	350	54	13.75	excellent
Syagrus romanzoffiana	Queen Palm	351	21	13	good
Syagrus romanzoffiana	Queen Palm	352	28	12.75	good
Syagrus romanzoffiana	Queen Palm	353	21	15	good
Syagrus romanzoffiana	Queen Palm	354	21	13	good
Syagrus romanzoffiana	Queen Palm	355	23	16.75	good
Syagrus romanzoffiana	Queen Palm	356	20	13	good
Syagrus romanzoffiana	Queen Palm	357	18	10.5	good
Syagrus romanzoffiana	Queen Palm	358	20	12.5	good
Syagrus romanzoffiana	Queen Palm	359	10	8.5	good
Washingtonia robusta	Mexican Fan Palm	360	52	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	361	51	14	excellent
Washingtonia filifera	California Fan Palm	362	40	16.75	excellent
Washingtonia filifera	California Fan Palm	363	36	15.5	excellent

Washingtonia filifera	California Fan Palm	364	36	14.5	excellent
Washingtonia filifera	California Fan Palm	365	36	15.25	excellent
Washingtonia robusta	Mexican Fan Palm	366	57	15	excellent
Washingtonia robusta	Mexican Fan Palm	367	47	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	368	47	13.25	excellent
Washingtonia robusta	Mexican Fan Palm	369	50	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	370	69	15.75	excellent
Washingtonia robusta	Mexican Fan Palm	371	39	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	372	38	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	373	40	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	374	38	13	excellent
Eucalyptus grandis	Flooded Gum	375	97	31	good
Eucalyptus grandis	Flooded Gum	376	125	63.5	good
Ficus nitida	Indian laurel	377	63	24.5	good
Ficus nitida	Indian laurel	378	63	24	good
Ficus nitida	Indian laurel	379	63	22.5	fair
Ficus nitida	Indian laurel	380	72	24.5	good
Ficus nitida	Indian laurel	381	65	23	good
Ficus nitida	Indian laurel	382	60	23	good
Ficus nitida	Indian laurel	383	54	22.5	good
Ficus nitida	Indian laurel	384	65	26	good
Ficus nitida	Indian laurel	385	54	21.5	good
Ficus nitida	Indian laurel	386	58	22.5	good
Ficus nitida	Indian laurel	387	2	19	good
Ficus nitida	Indian laurel	388	51	18.25	good
Ceratonia siliqua	Carob	389	51	20.5	good
Ceratonia siliqua	Carob	390	38	17.5	good-fair
Ceratonia siliqua	Carob	391	54	30.5	good
Syagrus romanzoffiana	Queen Palm	392	13	9	good
Syagrus romanzoffiana	Queen Palm	393	19	12	good
Syagrus romanzoffiana	Queen Palm	394	15	7.5	good
Syagrus romanzoffiana	Queen Palm	395	16	9.25	good
Washingtonia filifera	California Fan Palm	396	19	19	poor
Cupaniopsis-anacardioides	Carrotwood	397	28	8	fair
Cupaniopsis-anacardioides	Carrotwood	398	42	12	fair
Syagrus romanzoffiana	Queen Palm	399	12	10.75	fair
Syagrus romanzoffiana	Queen Palm	400	17	10.75	fair
Syagrus romanzoffiana	Queen Palm	401	19	11	fair
Syagrus romanzoffiana	Queen Palm	402	16	13.75	fair
Ceratonia siliqua	Carob	403	35	14	good
Ceratonia siliqua	Carob	404	45	16	good
Ceratonia siliqua	Carob	405	40	21.5	good
Ceratonia siliqua	Carob	406	55	18.25	good
Ulmus parvifolia	Chinese Elm	407	36	11.25	good
Ceratonia siliqua	Carob	408	40	21	good
Ceratonia siliqua	Carob	409	30	12	good
Ceratonia siliqua	Carob	410	28	21	good
Ulmus parvifolia	Chinese Elm	411	31	10	fair
Ulmus parvifolia	Chinese Elm	412	35	11.25	fair
Ulmus parvifolia	Chinese Elm	413	37	10.25	good

Ulmus parvifolia	Chinese Elm	414	32	9	fair
Ulmus parvifolia	Chinese Elm	416	36	9.5	good
Ulmus parvifolia	Chinese Elm	417	34	12	good
Ulmus parvifolia	Chinese Elm	418	36	8.5	fair
Ulmus parvifolia	Chinese Elm	419	36	9	good
Ulmus parvifolia	Chinese Elm	420	37	8.5	fair
Ulmus parvifolia	Chinese Elm	421	34	7	good
Ulmus parvifolia	Chinese Elm	422	54	15.25	good
Ulmus parvifolia	Chinese Elm	424	47	12.25	poor
Ulmus parvifolia	Chinese Elm	425	27	15	poor
Ulmus parvifolia	Chinese Elm	426	45	13	poor
Ulmus parvifolia	Chinese Elm	427	42	13	good
Ulmus parvifolia	Chinese Elm	428	47	15	good
Ulmus parvifolia	Chinese Elm	429	47	14.25	good
Ulmus parvifolia	Chinese Elm	430	67	25	good
Ulmus parvifolia	Chinese Elm	431	51	16	poor
Ulmus parvifolia	Chinese Elm	432	62	15.75	good
Ulmus parvifolia	Chinese Elm	433	62	19.5	good
Ulmus parvifolia	Chinese Elm	434	55	17.5	good
Ulmus parvifolia	Chinese Elm	435	52	20.5	good
Ulmus parvifolia	Chinese Elm	436	57	21	fair
Ulmus parvifolia	Chinese Elm	437	61	16.5	good
Ulmus parvifolia	Chinese Elm	438	61	19	good
Ulmus parvifolia	Chinese Elm	439	60	22.5	good
Ulmus parvifolia	Chinese Elm	440	64	16.5	good
Ulmus parvifolia	Chinese Elm	441	66	16.5	good
Ulmus parvifolia	Chinese Elm	442	54	16	good
Ulmus parvifolia	Chinese Elm	444	58	19.5	good
Ulmus parvifolia	Chinese Elm	448	49	21.5	good
Fraxinus pennsylvanica	Green Ash	449	95	37	good
Fraxinus pennsylvanica	Green Ash	450	40	36.5	good
Fraxinus pennsylvanica	Green Ash	451	92	37.5	good
Fraxinus pennsylvanica	Green Ash	452	77	31	good
Washingtonia robusta	Mexican Fan Palm	453	89	15.5	excellent
Washingtonia robusta	Mexican Fan Palm	454	82	17.5	excellent
Fraxinus pennsylvanica	Green Ash	455	84	35	good
Fraxinus pennsylvanica	Green Ash	456	88	34.5	good
Fraxinus pennsylvanica	Green Ash	457	70	34.5	good
Schinus terebinthifolius	Brazilian Pepper	458	29	12.75	good
Schinus terebinthifolius	Brazilian Pepper	459	48	22.75	good
Schinus terebinthifolius	Brazilian Pepper	460	47	27	good
Schinus terebinthifolius	Brazilian Pepper	461	46	20.25	good
Magnolia grandiflora	Magnolia	462	44	15.5	fair
Magnolia grandiflora	Magnolia	463	48	14	fair
Ceratonia siliqua	Carob	464	46	31	good
Syagrus romanzoffiana	Queen Palm	465	17	8	good
Syagrus romanzoffiana	Queen Palm	466	20	10.75	good
Syagrus romanzoffiana	Queen Palm	467	14	8.75	good
Syagrus romanzoffiana	Queen Palm	468	15	9	good
Eucalyptus grandis	Flooded Gum	469	74	62.5	fair

Archontophoenix cunninghamiana	King Palm	470	17	7.5	excellent
Archontophoenix cunninghamiana	King Palm	471	10	4.5	excellent
Archontophoenix cunninghamiana	King Palm	472	17	6.5	excellent
Archontophoenix cunninghamiana	King Palm	473	14	6.5	excellent
Archontophoenix cunninghamiana	King Palm	474	17	7	excellent
Archontophoenix cunninghamiana	King Palm	475	17	7.75	excellent
Archontophoenix cunninghamiana	King Palm	476	21	7.25	excellent
Zelkova serrata	Japaneese Elm	477	44	17	fair
Zelkova serrata	Japaneese Elm	478	62	20	good
Archontophoenix cunninghamiana	King Palm	479	14	6.5	excellent
Archontophoenix cunninghamiana	King Palm	480	16	7.5	excellent
Archontophoenix cunninghamiana	King Palm	481	17	8	excellent
Archontophoenix cunninghamiana	King Palm	482	19	8.5	excellent
Archontophoenix cunninghamiana	King Palm	483	25	10	excellent
Ulmus parvifolia	Chinese Elm	484	33	9.25	Good
Ulmus parvifolia	Chinese Elm	485	28	8.5	Good
Ulmus parvifolia	Chinese Elm	486	33	9	Good
Ulmus parvifolia	Chinese Elm	487	28	9.5	Good
Ulmus parvifolia	Chinese Elm	488	40	10.5	Good
Ulmus parvifolia	Chinese Elm	489	28	8.5	Good
Ulmus parvifolia	Chinese Elm	490	33	9	Good
Ulmus parvifolia	Chinese Elm	491	31	8.75	Good
Ulmus parvifolia	Chinese Elm	492	28	9.25	Good
Ulmus parvifolia	Chinese Elm	493	29	8.75	Good
Ulmus parvifolia	Chinese Elm	494	30	8	Good
Ulmus parvifolia	Chinese Elm	495	31	9	Good
Ulmus parvifolia	Chinese Elm	496	46	11.5	Good
Ulmus parvifolia	Chinese Elm	497	45	12	Good
Ulmus parvifolia	Chinese Elm	499	60	13	Good
Ulmus parvifolia	Chinese Elm	500	62	17.5	fair
Ulmus parvifolia	Chinese Elm	501	62	46.5	good
Ulmus parvifolia	Chinese Elm	502	62	27.5	fair
Ulmus parvifolia	Chinese Elm	503	65	18.5	fair
Syagrus romanzoffiana	Queen Palm	508	32	10	excellent
Syagrus romanzoffiana	Queen Palm	509	25	12.5	excellent
Syagrus romanzoffiana	Queen Palm	510	21	10.5	excellent
Syagrus romanzoffiana	Queen Palm	511	24	12.5	good
Syagrus romanzoffiana	Queen Palm	512	25	11.75	excellent
Syagrus romanzoffiana	Queen Palm	513	24	9.75	good
Syagrus romanzoffiana	Queen Palm	514	22	13.5	good

Syagrus romanzoffiana	Queen Palm	515	23	13.5	good
Syagrus romanzoffiana	Queen Palm	516	18	10.75	good
Syagrus romanzoffiana	Queen Palm	517	32	10.75	good
Syagrus romanzoffiana	Queen Palm	518	25	10.75	fair
Syagrus romanzoffiana	Queen Palm	519	19	14.5	good
Syagrus romanzoffiana	Queen Palm	520	26	12	excellent
Syagrus romanzoffiana	Queen Palm	521	17	10.75	good
Syagrus romanzoffiana	Queen Palm	522	30	10.75	excellent
Syagrus romanzoffiana	Queen Palm	523	21	11	excellent
Syagrus romanzoffiana	Queen Palm	524	23	11.5	excellent
Syagrus romanzoffiana	Queen Palm	525	19	11.25	good
Syagrus romanzoffiana	Queen Palm	526	16	11.25	excellent
Syagrus romanzoffiana	Queen Palm	527	16	11.75	excellent
Syagrus romanzoffiana	Queen Palm	528	20	1.75	excellent
Grevillea robusta	Silk Oak	529	42	12.75	fair
Grevillea robusta	Silk Oak	530	39	8	fair
Archontophoenix cunninghamiana	King Palm	531	18	9	excellent
Archontophoenix cunninghamiana	King Palm	532	25	9	excellent
Archontophoenix cunninghamiana	King Palm	533	19	9	excellent
Archontophoenix cunninghamiana	King Palm	534	28	10	good
Archontophoenix cunninghamiana	King Palm	535	19	8.5	good
Archontophoenix cunninghamiana	King Palm	536	22	9.5	good
Archontophoenix cunninghamiana	King Palm	537	24	10	excellent
Archontophoenix cunninghamiana	King Palm	538	26	10.5	excellent
Ulmus parvifolia	Chinese Elm	539	59	15	fair
Ulmus parvifolia	Chinese Elm	540	60	18.5	fair
Ulmus parvifolia	Chinese Elm	541	6060	14.5	fair
Ulmus parvifolia	Chinese Elm	542	60	15	fair
Ulmus parvifolia	Chinese Elm	543	60	17	good
Ulmus parvifolia	Chinese Elm	544	60	15.75	good
Ulmus parvifolia	Chinese Elm	545	60	14	good
Ulmus parvifolia	Chinese Elm	546	60	15.5	fair
Ulmus parvifolia	Chinese Elm	547	60	17.5	fair
Ulmus parvifolia	Chinese Elm	548	55	17.25	fair
Ulmus parvifolia	Chinese Elm	549	65	19.25	good
Ulmus parvifolia	Chinese Elm	550	65	16.25	fair
Ulmus parvifolia	Chinese Elm	551	55	20	good
Quercus suber	Cork Oak	552	39	18.75	excellent
Archontophoenix cunninghamiana	King Palm	553	27	6.75	excellent
Archontophoenix cunninghamiana	King Palm	554	31	8.75	excellent
Pinus canariensis	Canary Island Pine	555	40	13	excellent
Washingtonia robusta	Mexican Fan Palm	556	65	11	good



Washingtonia robusta	Mexican Fan Palm	557	65	14.5	good
Washingtonia robusta	Mexican Fan Palm	558	68	11.5	good
Washingtonia robusta	Mexican Fan Palm	559	65	13.5	fair
Washingtonia robusta	Mexican Fan Palm	560	70	13.5	good
Washingtonia robusta	Mexican Fan Palm	561	60	11.75	good
Washingtonia robusta	Mexican Fan Palm	562	71	12.75	good
Washingtonia robusta	Mexican Fan Palm	563	60	12	good
Washingtonia filifera	California Fan Palm	564	29	12	excellent
Washingtonia filifera	California Fan Palm	565	32	12.5	excellent
Washingtonia filifera	California Fan Palm	566	28	13.5	excellent
Magnolia grandiflora	Magnolia	567	17	3	excellent
Magnolia grandiflora	Magnolia	568	15	2.75	excellent
Washingtonia filifera	California Fan Palm	569	30	11.5	excellent
Washingtonia filifera	California Fan Palm	570	32	11.5	excellent
Washingtonia filifera	California Fan Palm	571	33	11.5	excellent
Magnolia grandiflora	Magnolia	572	12	2.25	excellent
Magnolia grandiflora	Magnolia	573	12	2.25	excellent
Ulmus parvifolia	Chinese Elm	577	25	5.5	fair
Ulmus parvifolia	Chinese Elm	578	25	5.5	fair
Ulmus parvifolia	Chinese Elm	579	25	8.5	poor
Ulmus parvifolia	Chinese Elm	580	26	6.5	fair
Ulmus parvifolia	Chinese Elm	581	25	6	fair
Ulmus parvifolia	Chinese Elm	582	25	5.25	poor
Phoenix dactylifera	Date Palm	583	20	18.75	good
Phoenix dactylifera	Date Palm	584	20	18	good
Phoenix dactylifera	Date Palm	585	60	18	good
Phoenix dactylifera	Date Palm	586	60	19.5	good
Phoenix dactylifera	Date Palm	587	20	18.5	good
Phoenix dactylifera	Date Palm	588	20	16.75	good
Phoenix dactylifera	Date Palm	589	60	18	good
Phoenix dactylifera	Date Palm	590	60	18	good
Phoenix dactylifera	Date Palm	591	20	16.5	good
Phoenix dactylifera	Date Palm	592	20	17.5	good
Ulmus parvifolia	Chinese Elm	593	25	5	poor
Ulmus parvifolia	Chinese Elm	594	25	4.75	poor
Washingtonia filifera	California Fan Palm	595	23	5.5	poor
Ulmus parvifolia	Chinese Elm	596	21	5	poor
Washingtonia filifera	California Fan Palm	597	23	15	poor
Syagrus romanzoffiana	Queen Palm	598	30	15.75	good
Syagrus romanzoffiana	Queen Palm	599	29	12.5	good
Syagrus romanzoffiana	Queen Palm	600	25	13.5	good
Syagrus romanzoffiana	Queen Palm	601	30	14.5	good
Syagrus romanzoffiana	Queen Palm	602	19	13	good
Grevillea robusta	Silk Oak	603	72	19	good
Grevillea robusta	Silk Oak	604	72	18.5	good
Grevillea robusta	Silk Oak	605	60	13.5	good
Syagrus romanzoffiana	Queen Palm	606	30	10	good
Melaleuca quinquenervia,	Paperbark Tree	607	52	18.5	good
Melaleuca quinquenervia,	Paperbark Tree	608	55	18	good
Melaleuca quinquenervia,	Paperbark Tree	609	55	12	good

Melaleuca quinquenervia,	Paperbark Tree	610	55	19	good
Melaleuca quinquenervia,	Paperbark Tree	611	20	12.25	good
Melaleuca quinquenervia,	Paperbark Tree	612	40	10	good
Melaleuca quinquenervia,	Paperbark Tree	613	38	14.5	good
Syagrus romanzoffiana	Queen Palm	614	15	8.5	good
Syagrus romanzoffiana	Queen Palm	615	15	7	good
Syagrus romanzoffiana	Queen Palm	616	20	8.75	good
Syagrus romanzoffiana	Queen Palm	617	70	5.5	good
Melaleuca quinquenervia,	Paperbark Tree	618	32	7.5	good
Melaleuca quinquenervia,	Paperbark Tree	619	38	10.75	good
Melaleuca quinquenervia,	Paperbark Tree	620	32	10	good
Grevillea robusta	Silk Oak	621	60	18.5	good
Syagrus romanzoffiana	Queen Palm	622	40	10.5	good
Grevillea robusta	Silk Oak	623	40	13.5	good
Grevillea robusta	Silk Oak	624	55	13	good
Grevillea robusta	Silk Oak	625	60	16	good
Syagrus romanzoffiana	Queen Palm	626	27	9	Fai
Syagrus romanzoffiana	Queen Palm	627	24	14.5	good
Syagrus romanzoffiana	Queen Palm	628	22	11.5	good
Syagrus romanzoffiana	Queen Palm	629	22	12	good
Syagrus romanzoffiana	Queen Palm	630	32	16.5	good
Syagrus romanzoffiana	Queen Palm	631	24	11	good
Syagrus romanzoffiana	Queen Palm	632	28	13.25	good
Syagrus romanzoffiana	Queen Palm	633	28	12.25	good
Syagrus romanzoffiana	Queen Palm	634	15	12	good
Syagrus romanzoffiana	Queen Palm	635	23	12	good
Syagrus romanzoffiana	Queen Palm	636	23	11.5	good
Syagrus romanzoffiana	Queen Palm	637	15	9	fair
Syagrus romanzoffiana	Queen Palm	638	23	11	fair
Syagrus romanzoffiana	Queen Palm	639	15	10	poor
Syagrus romanzoffiana	Queen Palm	640	30	12.5	good
Syagrus romanzoffiana	Queen Palm	641	6	6.5	good
Syagrus romanzoffiana	Queen Palm	642	24	11.25	good
Syagrus romanzoffiana	Queen Palm	643	3	5	fair
Syagrus romanzoffiana	Queen Palm	644	17	10	fair
Syagrus romanzoffiana	Queen Palm	645	13	8	fair
Syagrus romanzoffiana	Queen Palm	646	10	6	fair
Syagrus romanzoffiana	Queen Palm	647	9	4.5	fair
Syagrus romanzoffiana	Queen Palm	648	14	7	fair
Syagrus romanzoffiana	Queen Palm	649	10	7.5	fair
Syagrus romanzoffiana	Queen Palm	650	13	8	fair
Syagrus romanzoffiana	Queen Palm	651	4	3.5	fair
Syagrus romanzoffiana	Queen Palm	652	23	14.5	good
Syagrus romanzoffiana	Queen Palm	653	23	14.5	good
Syagrus romanzoffiana	Queen Palm	654	32	18.5	good
Syagrus romanzoffiana	Queen Palm	655	32	14.5	poor
Syagrus romanzoffiana	Queen Palm	656	32	11	poor
Syagrus romanzoffiana	Queen Palm	657	18	7.5	fair
Syagrus romanzoffiana	Queen Palm	658	18	8	fair
Melaleuca quinquenervia,	Paperbark Tree	659	40	20	good

Melaleuca quinquenervia,	Paperbark Tree	660	18	11	fair
Melaleuca quinquenervia,	Paperbark Tree	661	20	12	fair
Syagrus romanzoffiana	Queen Palm	662	8	10	good
Ulmus parvifolia	Chinese Elm	663	29	5	fair
Ulmus parvifolia	Chinese Elm	664	28	6.5	fair
Ulmus parvifolia	Chinese Elm	665	25	5.5	fair
Grevillea robusta	Silk Oak	666	43	9.75	fair
Grevillea robusta	Silk Oak	667	57	13.75	good
Grevillea robusta	Silk Oak	668	65	18	good
Syagrus romanzoffiana	Queen Palm	669	18	11.25	good
Syagrus romanzoffiana	Queen Palm	670	22	11.25	good
Syagrus romanzoffiana	Queen Palm	671	20	12.5	good
Grevillea robusta	Silk Oak	672	65	23	good
Grevillea robusta	Silk Oak	673	60	13.5	good
Grevillea robusta	Silk Oak	674	60	9.5	good
Grevillea robusta	Silk Oak	675	40	11	good
Grevillea robusta	Silk Oak	676	60	16	good
Platanus racemosa	California Sycamore	677	60	14	fair
Platanus racemosa	California Sycamore	678	60	14	fair
Platanus racemosa	California Sycamore	679	60	14	fair
Platanus racemosa	California Sycamore	680	60	15	fair
Platanus racemosa	California Sycamore	681	60	15.5	fair
Washingtonia robusta	Washingtonia filifera or robusta	682			
Washingtonia robusta	Washingtonia filifera or robusta	683			
Washingtonia robusta	Washingtonia filifera or robusta	684			
Washingtonia robusta	Washingtonia filifera or robusta	685			
Washingtonia robusta	Washingtonia filifera or robusta	686			
Washingtonia robusta	Washingtonia filifera or robusta	693			
Washingtonia robusta	Washingtonia filifera or robusta	694			
Ulmus parvifolia	Chinese Elm	no tag			
Ulmus parvifolia	Chinese Elm	no tag			
Ulmus parvifolia	Chinese Elm	no tag			
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good

- The Contractor's work shall be under the direction of a certified arborist.
- The Contractor shall have a competent working supervisor at each jobsite at all times when work is being performed.
- Each supervisor must be capable of communicating effectively and hold necessary certifications or credentials and possess technical background to ensure that all work is accomplished in accordance with provisions of the IFB.
- All work performed by Contractor shall comply with good arboreal practice for the particular species of trees and shall be consistent with most current pruning standards set forth by the International Society of Arboriculture and/or U.C. Agricultural Extension Service.
- Any structural weakness, decayed trunk or branches, or split limbs discovered by the Contractor during the course of trimming shall be reported to the OC FEC's Landscape Supervisor for determination of action, as soon as it is discovered.
- While performing work of any type, the contractor should report any obvious hazards related to the trees, including uplifted sidewalk segments.
- No person other than members of the Contractor's work crew may be allowed to enter the work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.
- Contractor is to define the work zone thru delineation.

#### **Setup, Equipment, and Cleanup of Waste and Debris**

- Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the OC FEC's Landscape Supervisor prior to commencing work.
- Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public.
- Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site.
- All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site.
- Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.
- No material is to be allowed to enter any storm drain.
- All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor.
- The contractor is responsible for the removal and disposal of all on-site debris created by the work.
- All related debris shall be hauled away expeditiously from the project area.
- Contractor is to keep job site clean, sweep and blow all debris daily and upon project completion.
- Contractor is to keep all compound and chemicals out of storm drains & sewers and protect ground surfaces from oil and other leaks that may come from service trucks.
- All preventative measures shall be taken to avoid the spread of disease from any infected tree(s) including the sterilization of tools/equipment.

#### **Storage of Equipment, Materials, & Stockpiling**

- The selected contractor's materials, tools, and equipment shall not obstruct traffic or cause unnecessary inconvenience.
- The selected contractor shall provide and utilize appropriate sign and barricades to keep park patrons from entering the construction zone.
- The selected contractor shall be held responsible for all materials until they are finally incorporated into the work and accepted.
- The selected contractor shall be held responsible for and make good any damage done by reason of the storage of tools, materials, and equipment.

#### **Traffic Control & Barricading**

- Any work conducted within the public right-of-way of the City of Costa Mesa which necessitates the closure of a roadway, sidewalk, or driveway shall conform to traffic control and barricading standards established by the City Engineer.
- The selected contractor shall be required to provide proof of a local right-of-way permit for any work within the city's public right-of-way.
- Any and all permits or bonds related to closure of any public right-of-way with traffic control and barricading shall be accommodated in the lump sum price of the Form of Bid.
- The selected contractor shall not be provided a separate allowance / expense item.
- The selected contractor may not utilize adjacent private property.

#### **Time of Starting & Completion**

- The work to be done under the Contract is to begin after the Contract has been awarded by the OC Fair & Event Center.
- The majority of trees on grounds to be trimmed for 2020 shall begin September 1, 2020 and continue diligently thereafter and shall be completed in its entirety by no later than September 15, 2020.
- The work to trim the palm trees only on grounds for 2020 shall begin November 2, 2020 and continue diligently thereafter and shall be completed in its entirety by no later than November 13, 2020.
- Dates for tree trimming in successive years will occur in May, June and November. Exact dates of work will be agreed upon at that time to coincide with events on grounds.

#### **Working Days & Scheduling**

- The definition of "working days" shall be Monday through Friday, 7:00 a.m. to 3:30 p.m.

#### **Prevailing Wage**

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

**PART VI**  
**ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract.

**1. Authorized Representative**

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

**2. 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 such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

**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.

Weather protection of equipment is the responsibility of the District.

**5. Telephone Numbers**

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

**6. Personnel Policy**

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

**7. Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. Uniforms and Badges**

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises.

Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable.

#### **13. 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.

#### **14. 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 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. All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

#### **15. 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.

#### **16. Subcontracting**

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

#### **17. Fire Regulations**

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

#### **18. Travel, Transportation and Accommodations:**

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

#### **19. 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) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto: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 approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

#### **20. Payment**

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

#### **21. 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 specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

#### **22. 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 (see Part IX – Forms).

### **23. 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 IFB.

### **24. Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> 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.

### **25. 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.

#### **26. Non-Exclusive Agreement**

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

#### **27. Termination**

The District reserves the right to terminate with or 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 in its sole and absolute discretion.

#### **28. Anticipated Contract Term**

The term of the Sales Services contract shall be from September 1, 2020 through August 31, 2021, with four (4) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.

#### **29. Force Majeure**

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

**\* Note – OCFEC WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE, EXPENSES OR CHARGES INCURRED BY A BIDDER IN PREPARING OR SUBMITTING A PROPOSAL, NOR IN PROVIDING ANY ADDITIONAL INFORMATION CONSIDERED NECESSARY BY OCFEC FOR THE EVALUATIONS OF PROPOSALS.**

## **PART VII EVALUATION & SUBMISSION**

### **A. Evaluation**

Each proposal shall be evaluated for responsiveness to the District's needs as described in this IFB 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 IFB. Prior experience with and/or services provided to the District will not be considered unless detailed in Bidder's IFB response.

This part describes the process the District will follow when evaluating proposals and awarding contract during the evaluation and selection process, the District's Representative(s) may wish to contact a Bidder for clarification purposes only. Bidder may only respond to questions for clarification from the District's Representative(s) 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.

### **B. Breaking Ties**

In the event that there is a tie, the tie will be broken by the toss of a coin by the District's Contracts Manager or designee in the presence of any authorized representatives of the proposed Bidders at the bid opening.

### **C. Submission requirements**

In addition to other information and forms as set out in this IFB, Bidder agrees to the following:

That the Bidder does not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as the contracting party under the contract. Where applicable, a Bidder must declare in its Proposal any situation that may be a conflict of interest in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as contracting party under this contract.

The Proposal of any Bidder may be disqualified where the Bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above facts. Further, OCFEC shall have the right to terminate any contract with the Successful Bidder in the event that OCFEC, at its sole discretion, determines that the Successful Bidder has made a misrepresentation regarding any of the above facts, in addition to or in lieu of any other remedies that OCFEC has in law or in equity.

### **D. Modification of Bid Documents**

Modification of any bid documents including Financial Proposal Bid form is prohibited.

### **E. Contractor's Terms and Conditions**

The District will not accept any terms and conditions set by the bidder.

### **F. Board Approval**

All contracts are subjected to Board of Director approval. In any circumstances the Board of Directors objects the award when the award has been made the District may cancel the contract immediately and shall not be held liable for any services have not been rendered by the Contractor.

**PART VIII**  
**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 and sealed in the manner described in Part II – General Information, Paragraph C. Each copy of the proposal must be prepared as one (1) document.

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

**C. TECHNICAL PROPOSAL**

Each Bidder shall submit, for the purposes of proposal evaluation, a minimum of three (3) references of similar services provided.

**D. FINANCIAL PROPOSAL BID FORM**

Financial Proposal Bid Form is Attachment 3 in this IFB and will be used to determine the “not to exceed” amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified above in Paragraph B – Proposal Format and Content.

## PART IX FORMS

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

In conjunction with the information requested in Part VIII – 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 IFB content requirements.

<u>Document</u>	<u>Document Name/Description</u>
_____ Attachment 1	Bidder/Contractor Status Form (2 Pages) (with applicable Corporate Resolution) – <b><u>Must be submitted</u></b>
_____ Attachment 2	Technical Proposal – <b><u>Must be submitted</u></b> (3 References)
_____ Attachment 3	Financial Proposal Bid Form (2 Pages) – <b><u>Must be submitted</u></b>
_____ Attachment 4	One (1) Bidder and Subcontractor Performance Declaration, GSPD-05-105 - <b><u>Must be submitted</u></b>
_____ Attachment 5	Darfur Contracting Act Certification <b><u>Must be submitted</u></b>
_____ Attachment 6	DGS PD 843 DVBE Declaration <b><u>(if applicable)</u></b> If Bidder is claiming DVBE Incentive, Complete the DVBE documentation form(s) and include, Disabled Veteran Business Enterprise Declarations, DGS PD 843 (Formerly STD 843) (See Part II) <a href="https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx">https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx</a>
_____ Attachment 7	OSDS Small Business Certification <b><u>(if applicable)</u></b> If Bidder is claiming the Small Business Preference (Certification print from and include the form <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a> )

### 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  
Exhibit A – Scope of Work  
Exhibit B – Budget Detail and Payment Provisions  
Exhibit C – GTC 4/17 – General Terms & Conditions  
Exhibit D – CCC 4/17 – Certification  
Exhibit E – Insurance Requirements  
Exhibit F – Megan’s Law Screening & Certification  
Exhibit G – Uniform and ID Procedures & Certification  
Exhibit H – Additional Terms and Conditions  
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines

**PART X**  
**ATTACHMENTS (1, 2, 3, 4, 5)**

**ATTACHMENT 1**  
**BIDDER/CONTRACTOR STATUS FORM**

**IFB # TT-01-20**

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 should 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 1  
BIDDER/CONTRACTOR STATUS FORM**

**IFB # TT-01-20**

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 IFB? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, the bidder is required to submit a copy of the OSD'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:

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**The District reserves the right to verify the information provided on this form by the bidder under IFB 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 IFB, the bid will be rejected as non-responsive.**

**ATTACHMENT 2  
TECHNICAL PROPOSAL**

**IFB # TT-01-20**

Page 1 of 1

**BIDDER REFERENCES**

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

**REFERENCE 1**

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Email Address:

Brief Description of Service Provided:

**REFERENCE 2**

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Email Address:

Brief Description of Service Provided:

**REFERENCE 3**

Name of Firm:

Street Address:

City:

State:

Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Email Address:

Brief Description of Service Provided:



**ATTACHMENT 3**  
**FINANCIAL PROPOSAL BID FORM**  
**IFB # TT-01-20**

Page 1 of 2

The “Financial Proposal Bid Form” will be used to determine the “not to exceed” amount of the contract. The District only to be billed for actual services provided.

**DO NOT MODIFY THE FORMAT**

The District will calculate Quantity of Trees X Cost Per Trees for Total Bid

The District may add or delete number for trimming during the term of the contract. The cost will be charged or reduced according to the proposed price below

Type of Trees	Number of Trees	<u>Cost Per Tree, 2020</u> (9/1/2020-8/31/2021)	<u>Cost Per Tree, 2021</u> (9/1/2021-8/31/2022)	<u>Cost Per Tree 2022</u> (9/1/2022-8/31/2023)	<u>Cost Per Tree 2023</u> 9/1/2023-8/31/2024	<u>Cost Per Tree 2024</u> 9/1/2024-1/31/2025
Archontophoenix cunninghamiana	89	\$	\$	\$	\$	\$
Ceiba speciosa	2	\$	\$	\$	\$	\$
Ceratonia siliqua	12	\$	\$	\$	\$	\$
Cupaniopsis-anacardioides	2	\$	\$	\$	\$	\$
Erythrina caffra	17	\$	\$	\$	\$	\$
Eucalyptus camaldulensis	1	\$	\$	\$	\$	\$
Eucalyptus ficifolia	24	\$	\$	\$	\$	\$
Eucalyptus grandis	5	\$	\$	\$	\$	\$
Ficus nitida	19	\$	\$	\$	\$	\$
Fraxinus pennsylvanica	8	\$	\$	\$	\$	\$
Fraxinus uhdei	1	\$	\$	\$	\$	\$
Grevillea robusta	22	\$	\$	\$	\$	\$
Magnolia grandiflora	7	\$	\$	\$	\$	\$
Melaleuca quinquenervia	13	\$	\$	\$	\$	\$
Phoenix dactylifera	10	\$	\$	\$	\$	\$
Pinus canariensis	1	\$	\$	\$	\$	\$
Platanus racemosa	5	\$	\$	\$	\$	\$
Quercus suber	1	\$	\$	\$	\$	\$
Schinus Molle	2	\$	\$	\$	\$	\$
Schinus terebinthifolia	14	\$	\$	\$	\$	\$
Schinus terebinthifolius	4	\$	\$	\$	\$	\$
Syagrus romanzoffiana	131	\$	\$	\$	\$	\$
Ulmus parvifolia	117	\$	\$	\$	\$	\$

**ATTACHMENT 3**  
**FINANCIAL PROPOSAL BID FORM**  
**IFB # TT-01-20**

Page 2 of 2

(Continue)

Type of Trees	Number of Trees	<u>Cost Per Tree, 2020</u> (9/1/2020-8/31/2021)	<u>Cost Per Tree, 2021</u> (9/1/2021-8/31/2022)	<u>Cost Per Tree 2022</u> (9/1/2022-8/31/2023)	<u>Cost Per Tree 2023</u> 9/1/2023-8/31/2024	<u>Cost Per Tree 2024</u> 9/1/2024-8/31/2025
Washingtona filifera	15	\$	\$	\$	\$	\$
Washingtona robusta	102	\$	\$	\$	\$	\$
Zelkova serrata	2	\$	\$	\$	\$	\$
Total Number of Trees	626					

The price quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, supervision, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, uniforms, or any other related services required. The District shall not be billed for any costs that were not included in the contract.

"By submitting a Bid for Tree Trimming, I understand and agree to the terms, conditions and scope of work as set forth in this Bid Request. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein."

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, Certification # \_\_\_\_\_

Are you a non-small business claiming at least 25% small business subcontractor reference?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Certification # \_\_\_\_\_

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, refer to Attachments 3, 4 for documents to be submitted

Are you sub a minimum of 1% up to 5% to a California certified DVBE? YES \_\_\_\_\_ NO \_\_\_\_\_

**BIDDER DECLARATION – Attachment 4**

**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:** \_\_\_\_\_

## BIDDER DECLARATION Instructions – Attachment 4

### 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](mailto: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](http://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.**

**ATTACHMENT 5  
DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1.        \_\_\_\_\_  
          Initials                      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.        \_\_\_\_\_  
          Initials                      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3.        \_\_\_\_\_  
          Initials                      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.  
+ certification  
          below

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/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 and State of</i>	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

## PART XI – SAMPLE OF CONTRACT

STATE OF CALIFORNIA

### STANDARD AGREEMENT

STD 213 (Rev 03/19)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

AGREEMENT NUMBER

**SA-##-##**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> 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) page(s)

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)

Exhibit F – Megan's Law Screening Certification and Listing page(s)

Exhibit G – Uniform and ID Procedures and Certification page(s)

Exhibit H – Additional Terms and Conditions

Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure Guidelines

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

#### CONTRACTOR

CONTRACTOR'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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**CEO OR VP**

Address

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services  
Use Only**

☐ Exempt per:

## **EXHIBIT A – SCOPE OF WORK**

## **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

### **BUDGET DETAIL:**

District Account #:

### **PAYMENT PROVISIONS:**

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

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

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

-End Exhibit B-



## **EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 4/2017

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.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of

the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

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

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

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

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

- 1) "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.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or

services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) 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.)

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 lesser 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority #19-02

#### I. Evidence of Coverage

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

- A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
  1. List as the Additional Insured: “That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”
  2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  3. Coverages:
    - a. General Liability-Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motor cycle thrill shows and stunt teams, ATV, sand drags, go karts, snow mobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/ demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required. The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.



- b. Automobile Liability –Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice – Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor – 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 contract/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 anyway 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's indemnity obligations shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies – Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### **III. Participant Waivers**

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING**  
**OC Fair & Event Center**

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 :** \_\_\_\_\_

<b>Type of Company/Organization (Circle one):</b>	<b>Contractor Entertainer</b>	<b>Consultant Exhibitor</b>	<b>Concessionaire Volunteer</b>
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**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, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

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

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Megan's Law Screening Listing

[illegible]

**Please duplicate this listing sheet if additional space is required**

## **EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

**IFB NUMBER TT-01-20**

Page 1 of 1

**PROCEDURE 0004:** Uniforms for Contractors and their Employees.

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

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

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

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

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

## **EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

### **1. Authorized Representative**

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

### **2. 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 such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

### **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.

Weather protection of equipment is the responsibility of the District.

### **5. Telephone Numbers**

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

### **6. Personnel Policy**

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

### **7. Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. Uniforms and Badges**

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

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

#### **13. 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.

#### **14. 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 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. All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

#### **15. 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.

#### **16. Subcontracting**

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

#### **17. Fire Regulations**

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

#### **18. Travel, Transportation and Accommodations:**

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

#### **19. 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) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto: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 approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

#### **20. Payment**

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

#### **21. 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 specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

## **22. 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 (see Part IX – Forms).

## **23. 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 IFB.

## **24. Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> 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.

## **25. 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.

**26. Non-Exclusive Agreement**

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

**27. 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 in its sole and absolute discretion.

**28. Anticipated Contract Term**

The term of the Sales Services contract shall be from September 1, 2020 through August 31, 2021, with four (4) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.

**29. Force Majeure**

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

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

### **1. Scope**

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

### **2. Sick, Elderly and Vulnerable Persons**

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

### **3. Physical Distancing in the Workplace**

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

### **4. Handwashing, Personal Protective Equipment, and Testing**

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

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

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

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

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

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

#### **5. Event Attendance Limitations**

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

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

#### **6. OCFEC Business Partner Compliance**

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

#### **7. Covid-19 Release and Waiver of Liability**

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

#### **8. Event Organization Protocols**

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

#### **9. Further Action as Necessary**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the

health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

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

Executed on \_\_\_\_\_, 20\_\_\_\_

**OCFEC BUSINESS PARTNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**End IFB: TT-01-20**