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32ND DISTRICT AGRICULTURAL ASSOCIATION

SWEEPING CLEAN-UP & WASTE COLLECTION SERVICES

LOW COST

INVITATION FOR BID (IFB)

IFB NUMBER: BS-02-19

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

Date Issued: TUESDAY, FEBRUARY 12, 2019

Public Bid Opening Thursday, February 28, 2019, 11:00 a.m.
(Administration Building)

**BID DUE DATE: Bids must be received no later than Thursday, February 28, 2019,
11:00 a.m.**

Clearly marked with the following:

**SWEEPING CLEAN-UP AND WASTE COLLECTION
IFB NUMBER: WC-02-19
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626**

EMAIL PROPOSAL WILL NOT BE ACCEPTED

Contact Person: Kelly Vu

E-mail: 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 of 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. **Bidders should include the IFB Number referenced above in the subject line of all emails sent to IFB@ocfair.com.**

Prospective bidders to send email request to IFB@ocfair.com to receive notification

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

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PART I DEFINITIONS

| | |
|---------------------------|---|
| BIDDER/PROPOSER: | The individual, company, organization or business entity submitting the proposal in response to the Invitation for Bid. |
| CFSA: | Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs. |
| CONTRACTOR: | Refers to that Bidder selected by the District to provide the services set forth in this IFB. Terms can be used interchangeably. |
| DGS: | Refers to the "Department of General Services," State of California, located at: <div style="margin-left: 400px;">707 Third Street, 7th Floor West Sacramento, California 95605 Attention: Office of Legal Services</div> |
| DISTRICT: | Refers to the 32 nd 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> |
| F & E: | Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at: <div style="margin-left: 400px;">1010 Hurley Way, Suite 200 Sacramento, California 95825</div> |
| IMAGINOLOGY: | Refers to the annual event held in April of each year. |
| QUALIFIED: | The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the IFB and meet all other requirements listed herein. |
| OC FAIR/FAIR TIME: | Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably. |
| IFB: | Invitation For Bid |
| RESPONSIVE: | Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the IFB will be considered "responsive." |
| YEAR-ROUND EVENT: | Refers to any event held outside of the annual OC Fair and Imaginology. |

**PART II
GENERAL INFORMATION**

A. INVITATION FOR BID (IFB)

The Board of Directors of the 32nd District Agricultural Association, in releasing this IFB, intends to award a contract for Banner and Sign Printing and Installation Services for the OC Fair & Event Center from April 1, 2019 through March 31, 2021, with three (3) 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 mail prior to the closing time at the address listed below. Failure to meet these requirements will result in an unaccepted proposal.

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

If mail via postal, the label must contain Bidder's name and address and address to the following:

**BID PROPOSAL: WC-02-19
DUE DATE: 2/28/19, 11:00 A.M.
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, California 92626**

- Proposals must be submitted to the District's Administration Office no later than Thursday, February 28, 2019, 11:00 a.m. The District's Administration Office is open Monday through Friday, from 8:00 a.m. – 5:00 p.m., and is closed on holidays. Pursuant to the law, no proposals shall be considered which have not been received at the place by the closing time, stated in this IFB.

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 32nd 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.

- All contracts are subject to Board of Directors approval. If the Board of Directors rejects the award when the award has been made due to time constraint the District reserves the right to terminate the contract immediately without obligation to pay for any services that has not been rendered by the Contractor.

E. TENTATIVE SCHEDULE

| | |
|---------------------------------------|------------------------------------|
| IFB Released | Tuesday, February 12, 2019 |
| *Questions due via email – 5:00 p.m. | Monday, February 25, 2019 |
| Answers sent to all bidders via email | Tuesday, February 26, 2019 |
| Proposal Deadline – 11:00 a.m. | Thursday, February 28, 2019 |
| Bid Opening 11:00 a.m. (Admin. Bldg.) | Thursday, February 28, 2019 |
| Post/mail “Notice of Proposed Award” | Monday, March 1, 2019 |
| OCFEC Board of Directors | Wednesday, March 13, 2019 |
| Proposed Contract Awarded by | Friday, March 29, 2019 |

*Technical questions are to be submitted in writing to 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 due date.

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:

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

2. **ALL** Bidders must complete and submit the Bidder and Subcontractor Performance Declaration, GSPD-05-105 (Attachment 3) found at:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=gspd-05105&view=FitH&pagemode=none>

3. **IF** Bidder answered “yes” to any question on the GSPD-05, Bidder must submit Disabled Veteran Business Enterprise Declarations, Std. 843 (attachment 4) found at

4. <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=std%20843&view=FitH&pagemode=none>

H. SMALL BUSINESS PREFERENCE

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

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

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

Non-small business Bidders may be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsible non-small business Bidder includes notification that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses. Bidder must submit a list of the small businesses it commits to subcontract with for a

commercially useful function in the performance of the contract. The list of 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 VIII – Forms, Exhibit E – Insurance Requirements. The Certificate of Insurance shall be furnished to the District fifteen (15) days prior to contract start date. The certificate must include the following, unless the Bidder is on the Division's or CFSA's Master Insurance Certificate List:

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

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/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 VIII – 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) <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>
- 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. Megan's Law Screening and Certification (If applicable).

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 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 VII – 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, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088
- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: 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 (5th) 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 (5th) working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Dispositions of Proposals

All materials submitted in response to this 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

STATEMENT OF WORK TO BE PERFORMED

A. PURPOSE

It is the intention of the 32nd District Agricultural Association to hire a Contractor to provide year-round parking lot sweeping, venue clean-up and waste collection services for the OC Fair & Event Center.

Contractor will be required to provide parking lot sweeping services at a contracted flat rate per area and venue clean-up and waste collection services at a contracted hourly rate for the duration of the contract per the Financial Proposal Bid Form. The District cannot guarantee a minimum and/or maximum number of hours and/or days. All scheduling of Contractor's services will be determined and managed by the District's Event Operations Department.

Contractor will provide all equipment and materials necessary to perform their duties. The District will provide consumable paper products, waste receptacles, plastic waste receptacle sleeves and liners, rolling 2-cubic yard dumpsters and rolling gray dumpsters (see Part V – Contract Terms and Conditions).

The bid price shall include debris removal from surrounding fence lines, planters, sidewalks, gutters, gates and asphalt areas. Area clean up includes all debris generated in the area and debris that blows or is thrown into neighboring areas.

B. EVENTS AND ACTIVITIES

In addition to the annual OC Fair, the District holds over one hundred fifty various types of events each year. These events include trade shows, festivals, animal shows, entertainment, sporting events, craft fairs and non-public events such as corporate parties, market research studies and consumer trade shows. The estimated number of patrons per event ranges from 50 to 90,000 in attendance. Attendance varies depending on weather, event and day of the week.

A list of the 2018 events has been provided to give potential Contractors an understanding of the scope of work throughout the year (see Attachment A). The District's event schedule is tentative and subject to change.

1. ANNUAL OC FAIR

The OC Fair is currently a 23-day event utilizing the entire property. Contractor will be responsible for the following areas for the duration of the OC Fair, including, but not limited to:

a. Grounds (All outdoor areas on property, excluding venues such as Pacific Amphitheatre, Action Sports Arena, The Hangar, Livestock and Parking Lots)

Contractor will be responsible for pre-Fair, Fair time, and post-Fair venue clean-up and waste collection services throughout the outdoor grounds (see Attachment B).

Pre-Fair

The estimated number of people on the fairgrounds pre-Fair during the set up week is approximately 1,100 per day. All of the outdoor waste receptacles, rolling 2-cubic yard dumpsters, rolling gray dumpsters and grounds will be required to be maintained by the contractor.

Contractor to perform waste collection of all outdoor waste receptacles, rolling 2-cubic yard dumpster exchange out, rolling gray dumpsters and grounds venues during the set-up week starting Wednesday prior to opening day of OC Fair (see Attachment B).

Contractor to perform sweeping and pressure washing, as needed, to be determined by the District.

Fair Time

The estimated number of attendees during the OC Fair is approximately 1.4 million patrons over 23 days. The average attendance per day is approximately 59,000 patrons, ranging from 40,000 – 60,000 on weekdays and over 80,000 on weekends. Attendance varies depending on weather, entertainment, promotions and day of the week.

Contractor to perform waste collection of all outdoor waste receptacles, rolling 2-cubic yard dumpsters and rolling gray dumpsters, and the grounds venues (during event hours). Waste collection will be required prior to the opening of the OC Fair each day, during open hours and during after-hours of the OC Fair (see Attachments B, C, and D).

Contractor shall provide two (2) street sweepers during the OC Fair and one (1) sweeper as a back-up. Any debris not able to be swept must be hand-picked. One (1) sweeper is to operate inside of the grounds and one (1) sweeper is to operate in the parking lot area (see Attachment E). They both operate from closing time of the OC Fair until the job is completed each morning. Sweeping shall not be permitted in certain specified areas between the hours of 2:00 a.m. to 6:00 a.m., as designated by the District's Event Operations Department. Usage of blowers shall not be permitted in certain specified areas between the hours of 10:00 p.m. and 5:00 a.m. One (1) sweeper is to be utilized as a back-up sweeper Monday through Thursday and as a third sweeper Friday through Sunday, if needed.

Contractor to perform nightly pressure washing of Main Mall and other areas as deemed necessary by the District during after-hours of the OC Fair (see Attachment B).

Post-Fair

The estimated number of people on the fairgrounds post-Fair during the break down week is approximately 1,100 per day.

Contractor to perform waste collection of all outdoor waste receptacles, rolling 2-cubic yard dumpster exchange out, rolling gray dumpsters and grounds venues during the breakdown of the OC Fair (see Attachments E).

Contractor to perform sweeping and pressure washing, as needed, to be determined by the District.

b. Pacific Amphitheatre

The Pacific Amphitheatre is an 8,200-seat concert venue. The venue will require a detailed venue clean-up prior to and after each event. The venue is only open to patrons during the event, and there will be nightly concerts throughout the OC Fair.

Contractor is responsible for pressure washing Pacific Amphitheatre every Monday during Fair Time. Contractor will perform a detailed cleaning of Pacific Amphitheatre in preparation of Fair opening and again post-Fair.

A list of 2018 Fair Time Pacific Amphitheatre events has been provided to give potential Contractors an understanding of the scope of work (see Attachment C).

c. Action Sports Arena

The Action Sports Arena is a 4,500-seat event venue. The venue will require a detailed venue clean-up both prior to and after each event. The venue is only open to patrons during the event. Throughout the OC Fair, there will be nightly events and, on selected days, there will be additional matinee events.

Contractor is responsible for pressure washing Action Sports Arena as needed during Fair Time. Contractor will perform a detailed cleaning of Action Sports Arena in preparation of Fair opening and again post-Fair.

A list of 2018 Fair Time Action Sports Arena events has been provided to give potential Contractors an understanding of the scope of work (see Attachment C).

d. The Hangar

The Hangar is a 23,000-square-foot concert and event venue. During the annual OC Fair, this venue will require light cleaning and trash pick-up, plus mechanized sweeping. Contractor will perform a detailed cleaning of The Hangar in preparation of Fair opening and again post-Fair. A list of 2018 events at The Hangar has been provided to give potential contractors an understanding of the scope of work (see Attachment C).

e. Livestock

Contractor shall provide sweeping services with one (1) sweeper to clean the Livestock area during the 2019 and 2020 OC Fairs. A 2018 OC Fair Livestock Sweeping Schedule has been provided to give potential Contractors an understanding of the Statement of Work (see Attachment D).

f. Parking Lots

Contractor will be responsible to provide sweeping services with two (2) sweepers to sweep and to hand-pick fence lines of parking lots and gates during the annual Fair (see Attachment F), including the following offsite parking facilities and surrounding neighborhoods, if necessary, as scheduled by District Management:

- OC Fair & Event Center Parking Lots
- Orange Coast College
- Costa Mesa High School
- Davis Elementary School
- Experian

During the OC Fair, Contractor's duties shall include dumping and re-lining parking lot trash cans.

2. INTERIM EVENTS

Contractor shall provide sweeping services of parking lots and outdoor grounds areas and venue clean-up of facilities and outdoor grounds areas for Interim Events (see Attachment A). There may be more or less dates that need service depending on the District's event schedule. Actual dates for service will be scheduled through the District's Event Operations Department.

The outdoor Market Place is an event located in the OC Fair & Event Center's parking Lot A (see Attachment F). The Market Place runs every Saturday and Sunday except during the OC Fair or on days of inclement weather. All work performed for the Market Place shall be invoiced separately than other services rendered for the OC Fair & Event Center.

a. Pacific Amphitheatre

During interim events, the venue will require a detailed clean-up prior to each and after each event. The venue is only open to patrons during the event. Contractor may be requested to pressure wash the Pacific Amphitheatre in support of Interim Events.

There are typically less than five (5) interim events held in the Pacific Amphitheatre each year. A few are reflected on the list of 2013 Interim Events, which has been provided to give potential Contractors an understanding of the scope of work (see Attachment A).

b. Action Sports Arena

During interim events, the Action Sports Arena will require a detailed venue clean-up prior to and after each event. The venue is only open to patrons during the event. Contractor is responsible for pressure washing the Action Sports Arena every other week during the year as scheduled by the District's Event Operations Department.

There are typically less than 20 interim events held in the Action Sports Arena. Most are International Speedway events, as reflected on the list of 2013 Interim Events, which has been provided to give potential Contractors an understanding of the scope of work (see Attachment A).

c. The Hangar

During interim events, The Hangar will require light cleaning and trash pick-up, plus mechanized sweeping.

d. Interior Grounds

The interior grounds consist of the OC Fair & Event Center property, including, but not limited to, all facilities and spaces located within areas as designated (see Attachment F).

e. Parking Lots

Contractor shall be responsible to provide sweeping services of OC Fair & Event Center parking lots as well as the following offsite parking facilities and surrounding neighborhoods, if necessary, as scheduled by District Management.

- OC Fair & Event Center Parking Lots
- Orange Coast College, Lot C
- Costa Mesa High School
- Davis Elementary School

Contractor shall sweep the parking lots, hand-pick fence lines of parking lots and gates, and perform waste collection services beginning at 4:00 p.m. following the Saturday and Sunday outdoor Market Place events. Sweeping and servicing the Market Place footprint will not be required on days it does not operate.

Contractor shall sweep the parking lots following events such as the International Speedway on Saturday nights and be complete prior to 4:00 a.m. on the following Sunday morning in preparation for the outdoor Market Place. A schedule of 2019 Interim Events has been provided to give potential Contractors an understanding of the scope of work (see Attachment A).

f. Equestrian Center

The Equestrian Center is a 7.5-acre parcel of land located immediately adjacent to the main Fair grounds. The District's Event Operations Department will provide instruction to the Contractor as to the services required for this area.

g. Miscellaneous Events

At the discretion of the District, additional events may be scheduled on an annual basis. Contractor will be expected to support these events as directed by District Management.

h. Construction Projects

On occasion, the District implements ongoing facility improvement construction projects. Contractor will be responsible for the occasional sweeping and pressure washing of construction areas, as scheduled by the District. Construction projects may result in a temporary or permanent facility layout change that

affects the locations and/or sizes of the areas that need cleaning and/or sweeping. If a major construction project such as a parking structure alters the scope of the area to be cleaned and/or swept by the Contractor, a renegotiation of the contract in regard to the affected area only may occur. The allocation of services pertaining to any new structures shall be at the sole discretion of the District.

i. Additional Services

From time to time, the District may request additional services requiring Contractor to utilize a pressure washer, sweeper truck, or water truck in the venue for cleanup-services.

PART V

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 Insurance Requirements, which will be made a part of the contract (Part VIII - Forms).

1. Authorized Representative

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

2. Phone Numbers

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

3. Vehicles, Equipment and Supplies

All vehicles and equipment 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. Parking Lot and Venue Sweeping

All trash shall be swept, as needed, to maintain a debris free environment. Any debris not able to be swept is to be hand-picked. All debris shall be disposed of in specified bins in the District's Maintenance Yard. Any damages to asphalt areas, fence fabric, poles, gates, etc. made by Contractor are to be reported immediately to the District's Event Operations Department and Public Safety Department. Repairs shall be handled by the District at Contractor's expense. All interior sidewalks, curbs, roadways, parking lots, interior blacktop, roadway and interior fence lines shall be kept clean and debris free in accordance with District's Management directive when performing parking lot and interior grounds sweeping. Contractor is to have a minimum of one (1) back-up sweeper in case of any type of breakdown. Contractor is to utilize a dust control system on all sweepers to minimize dust created by Contractor's equipment.

6. Venue Clean-Up

Contractor shall provide detailed cleaning of venues prior to and after each event. This includes pick-up of all ground trash and blowing, inside and outside the perimeter of the venues. Contractor shall pressure wash entire venue as needed and upon District approval, using hot water and proper chemicals to remove gum spots

and spills. Contractor shall empty all trash receptacles, replace sleeves, and re-line trash cans, including the perimeter of the venues. Contractor shall meet with District's Event Operations Supervisor and Event Services Coordinator prior to and after cleaning of all facility venues. Contractor shall provide touch-up crew prior to event gates opening to the public as needed at venue for touch-up seat cleaning. Ground/floor drains must be observed for smell and build up, and cleaned prior to and after each event. Contractor shall exchange out 2-cubic yard dumpsters in the venue and provide count of exchanged dumpsters to the District. Electric carts will not be permitted in the event zone. Exchanges will be required to be performed manually.

7. Events

The District's Event Services Department shall provide a current calendar of events (via email) for Contractor. Contractor or Contractor's representative will communicate with the District's Event Operations Department on a weekly basis for any updates and/or changes. Contractor shall schedule operators so as not to interfere with other events. There may be reduced or additional dates that need service for interim events depending on the District's event schedule. These additional dates will be scheduled through the District's Event Operations Department.

8. Waste Collection

Contractor to maintain rolling 2-cubic yard dumpsters and rolling gray dumpsters located throughout the outdoor grounds (see Attachment E). Contractor will not be permitted to utilize an electric cart to exchange out rolling 2-cubic yard dumpsters and rolling gray dumpsters during open hours of the event. Exchanges will be required to be performed manually. Contractor shall provide a minimum of one (1) lead representative during each shift. Contractor may be required to provide additional lead representatives during high attendance periods. Contractor shall remain in the interior grounds at all times (except during breaks and meal period) to ensure the facility is consistently maintained and to quickly respond to service calls.

9. Telephone Numbers

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

10. Staffing and Uniforms

Contractor shall provide employees who are able to speak and understand basic English to effectively respond to customer questions. Contractor or Contractor's representative shall make daily inspections of premises each day staff is on site. During the OC Fair, Contractor will report at 7:00 a.m., 3:30 p.m. and 11:00 p.m. Contractor shall have each and every crew report to the District's OC Fair Event Operations Manager at the start of each shift. Contractor will provide a management representative at weekly staff meeting during the annual OC Fair. During interim events, crew is to report to the District's Event Operations Supervisor before commencing shift.

Contractor will ensure employees take their break at a set location. Employees are not permitted to eat at work areas or consume food while pushing gray trash dumpsters for health and safety reasons.

Assigned personnel will wear matching uniform shirts with Contractor's company name and logo, and uniform pants. Uniform shirts must have sleeves and be worn with the tails or shirt ends tucked in to the uniform pants. Pants may not be sagging. If a hat is worn, it must have the Contractor's company name and/or logo. Contractor's company name, logo, and employee's name on the uniform shirt must be visible. Uniforms must be cleaned, properly laundered and pressed. Contractor shall provide the District with a sample of their uniform when request. Uniform samples may be picked up or returned upon completion of the award process at Contractor's expense.

11. 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.

12. Gratuities

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Subcontracting

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

22. Fire Regulations

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

23. Travel, Transportation and Accommodations:

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

24. 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 PO line number, 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 (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

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

27. Payment

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

28. 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.

29. 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).

30. Right to Replace/Dismiss

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

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

31. Gratuities

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

32. 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.

33. 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.

34. 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.

35. Anticipated Contract Term

The term of the Sales Services contract shall be from April 1, 2019 through March 31, 2021, with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association.

*** 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 VI 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 agreed 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.

PART VII MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

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

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

B. PROPOSAL FORMAT AND CONTENT

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

1. Company History and Personnel

- a. Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff and other key elements of business operations.
- b. Describe background and professional experience of Bidder's management team.
- c. Attach an organization chart of the proposing company, including the personnel that would be assigned to this contract. Provide a listing of the key staff who will supervise the contract, detailing the qualifications and responsibilities of those key members.
- d. Contractor's Main office must be located within 50 mile radius of the OC Fair & Event Center.
- e. Describe and include any applicable personnel policies and training materials, including safety programs and customer service education. Provide commentary on safety record and programs. Submit Employee Handbook and Grooming Standards.

2. Equipment and Supplies

- a. List the equipment and supplies that will be utilized in the implementation of this contract. Provide a description as to the condition and quality of the equipment and supplies. State if the Bidder's street sweepers are South Coast Air Quality Management District Rule 1186 certified and Rule

1186.1 compliant. State if the equipment is owned and maintained by the Contractor. Note: Ownership of equipment is preferred and will receive higher scoring.

- b. List and describe the uniform apparel pieces that staff will wear in the performance of their contracted duties. Submit one (1) complete physical sample of uniform as directed in Part II – General Information, Paragraph C.
- c. Contractor's proposed Equipment for contract should not be less than 2 years old with backup Equipment not less than 5 years old. Equipment should be in compliance to all State and Federal Regulations. All Equipment should be equipped with warning / strobe lights / beacons and Sweepers operable from both left and right sides for safe operation, directional to traffic.

3. Experience and Ability to Perform

- a. Describe prior experience cleaning large-scale events such as swap meets, arenas, fairgrounds, campuses, amphitheaters, etc. List all clients that the Bidder has serviced within the last two (2) years that meet the criteria listed below.

- . Attendance of over 80,000 people in a single event day;
- i. Over eight (8) acres of outdoor cleaning;
- ii. On a daily or no less frequent than a weekly basis;
- iii. With a limited turnaround time of less than eight (8) hours, and
- iv. For a contract period of no less than one (1) year of consistent service to the client.

Provide the following information for each client listed:

- i. Name, address, phone number and email of client;
- ii. Number of events per year, average attendance, highest attendance in a day, and number of days exceeding 80,000 attendees in a year;
- iii. Size of the client facility and grounds;
- iv. Schedule and frequency of service;
- v. Period of time between events;
- vi. Dates and number of years of service to the client, and
- vii. Any additional information to justify the relevance of this experience to the requirements contained in this IFB.

- b. Detail ability and experience in pressure washing unique surfaces, including colored concrete and other natural or synthetic finishes.
- c. Contractor should provide Emergency response services with a 2 hour response time and Routine response services with a 24 hour response time.
- d. Contractor must have experience servicing similar clients to the OC Fair & Event Center in Orange County, servicing them with Event Waste Collection Staff / Supervisors, Street Sweeping Services, Pressure Steam Cleaning Services, Waste Hauling, and Water Truck Services. Similar clients should be in the Event industry. Staffing examples should be adequate for large events with tens of thousands of attendees. Proximity to OC Fair & Event Center important to demonstrate ability to provide reliable, professional, and local workforce at current, competitive pay rates. Provide length of time at these locations.
- e. Describe in detail any incident(s) where the Bidder has been terminated during the performance of contracted services. If none, it shall be so stated.
- f. Describe the source and amount of financing required, if any, by the Bidder to fulfill the terms of the agreement. If all financing is to be funded solely by the Bidder, this shall be stated.

- g. Attach letters from at least three (3) different financial references (banks, subcontractors, major suppliers, etc.) that Bidder has done business with during the last two (2) years. Ensure full contact information for the references is listed in the letter, including name and title of the author, address, phone number and email address.
- h. Include an operations plan of how Bidder will complete work, meeting the District's deadlines and scheduling needs and expectations.
- i. List all subcontractors/suppliers (name, address and phone number) and describe in what manner/relationship Bidder has worked with them in the past. Provide an overview of the subcontractor/supplier's company history, including years in business, location(s), total number of staff and other key elements of their business operations.
- j. Attach letters of recommendation, written within the last 12 months, from facility managers who have contracted Bidder's cleaning services within the last two (2) years. Provide detailed information regarding the services provided for the clients which indicate:
 - i. Beginning and end dates of services;
 - ii. Scope, size and nature of services;
 - iii. Level of completion of contracted duties;
 - iv. Personnel reliability, quality, performance of duties;
 - v. Quality and performance of equipment;
 - vi. Ability to meet deadlines and maintain schedules;
 - vii. Ability to supervise and deploy personnel, and
 - viii. Full contact information for the reference, including name and title of the author, address, phone number and email address.
- k. Attach proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide a commitment from Bidder's insurance carrier stating Bidder's ability to provide the additional insured endorsement upon award of contract (Exhibit E – Insurance Requirements).
- l. Designated Site Supervisor, single point of contact should be assigned and available by phone, text, or email 24 hours / 365 days and reside less than 1 hour of travel from OC Fair & Event Center. During Fair, 24 hour onsite availability required. Direct contact must have minimum 10 years' experience w/ company, able to operate all company equipment including heavy equipment. Contact must be able to facilitate all billing, invoicing, operations, and staffing for OC Fair & Event Center. Resume and skills listed required.

Inspections - OC Fair & Event Center shall regularly inspect work performed subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Vendor and the OC Fair & Event Center shall have the right to withhold payment to the Vendor until the work is corrected. Work not corrected within 24 hours is susceptible to correction by OC Fair and Event Center and then charged back to Vendor.

PART VIII FORMS

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

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

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

| <u>Document</u> | <u>Document Name/Description</u> |
|--------------------------|---|
| _____ Technical Proposal | See Part VII, section C – Technical Proposal - <u>All must be Submitted</u> |
| _____ Attachment 1 | Bidder/Contractor Status Form (2 Pages) (with applicable Corporate Resolution) – <u>Must be Submitted</u> |
| _____ Attachment 2 | Financial Proposal Bid Form (1 page) <u>AND</u> Excel Spreadsheet, all 3 tabs) – <u>All Must be Submitted</u> |
| _____ Attachment 3 | One (1) Bidder and Subcontractor Performance Declaration, GSPD- 05-105 - <u>Must be submitted</u> |
| _____ Attachment 4 | STD 843 DVBE Declaration <u>(if applicable)</u> |
| _____ Attachment 5 | OSDS Small Business Certification <u>(if applicable)</u> |

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
Megan’s Law Screening & Certification

PART VIII

ATTACHMENTS A THROUGH D

ATTACHMENT A

32nd District Agricultural Association

OC Fair & Event Center

2019 TENTATIVE & ESTIMATED INTERIM EVENTS SCHEDULE

| | | |
|---------------------------|---------------------------|--|
| Attachement "A" | | |
| 2019 EVENT SUMMARY | (Potential Events) | |

| January | # Event Days | Attendance |
|------------------------|--------------|---------------|
| Gun Show | 2 | 16,000 |
| Winter Fest | 6 | 10,000 |
| Cheer Pros | 2 | 3,000 |
| Bride World | 1 | 2,000 |
| Guitar Show | 2 | 2,000 |
| Winter Sports Show | 3 | 500 |
| G300 Launch (Vanguard) | 1 | 500 |
| January Total | 17 | 34,000 |

| February | # Event Days | Attendance |
|------------------------------------|--------------|---------------|
| Tet Festival | 3 | 50,000 |
| Gem Faire | 3 | 2,500 |
| OC First Robotics Competition | 3 | 6,000 |
| Great Train Expo | 2 | 3,000 |
| Pacific Coast Sport Fishing | 1 | 1,200 |
| Cargo ("TBD") Auto Research | 5 | 250 |
| Home Show | 2 | 3,000 |
| Fight Club OC | 1 | 1,200 |
| Goodwill Tournament | 2 | 800 |
| "TBD" Auto Research | 2 | 150 |
| San Juan High School Winter Formal | 1 | 500 |
| Palos Verdes High Winter Formal | 1 | 500 |
| Baby Date! or TBD | 1 | 2,000 |
| Carnival Midway Attractions (Tet) | - | - |
| February Total | 24 | 71,100 |

| March | # Event Days | Attendance |
|----------------------------------|--------------|---------------|
| Musink | 3 | 17,000 |
| Gun Show | 2 | 15,000 |
| Classic Auto Show | 2 | 15,000 |
| Apartment Association | 1 | 1,000 |
| 2nd City Video Tournament or TBD | 2 | 1,000 |
| Fight Club OC - Special Edition | 1 | 1,200 |
| Flying Miz Daisy | 2 | 2,000 |
| "TBD" Auto Research | 3 | 150 |
| OC Science & Engineering | 1 | 1,000 |
| OC Mixer | 1 | 3,000 |
| Hannah Woodward Wedding | 1 | 150 |
| March Total | 19 | 56,500 |

| April | # Event Days | Attendance |
|-----------------------------------|--------------|---------------|
| Pet Expo | 3 | 46,000 |
| The Inflatable Run or TBD | 1 | 5,000 |
| Fight Club OC | 1 | 1,200 |
| Sand Sports Super Swap | 1 | 1,000 |
| BMW Driving Program | 4 | 50 |
| Mazda In-Dealer Training | 1 | 1,000 |
| Sound Testing (Gary Hardesty) | - | - |
| Encounter 2018 (Vanguard) | 1 | 1,000 |
| OC Wine Society - Auction | 1 | 150 |
| OC Wine Society - BBQ | 1 | 130 |
| Vital Link | 4 | 1,000 |
| Imaginology | 3 | 35,000 |
| MIND Research Institute (In-Kind) | 3 | 1,000 |
| Dia del Nino | 1 | 750 |
| April Total | 25 | 93,280 |

| May | # Event Days | Attendance |
|-----------------------------------|--------------|----------------|
| OC Night Market | 3 | 50,000 |
| OC Marathon | 3 | 25,000 |
| Scottish Fest | 2 | 14,800 |
| Gem Faire | 3 | 2,500 |
| Speedway - Spring Classic/J Milne | 1 | 3,000 |
| Job Korea Hiring Fair | 1 | 4,000 |
| OCC Graduation | 1 | 5,000 |
| Capistrano Connections - Picnic | 1 | 800 |
| "TBD" HS Prom | 1 | 800 |
| SoCal Sanitary | 1 | 500 |
| "TBD" Wedding | 1 | 150 |
| "TBD" Wedding | 1 | 150 |
| Encounter God (Vanguard) | 1 | 1,000 |
| CF Family BBQ or TBD | 1 | 100 |
| May Total | 21 | 107,800 |

| June | # Event Days | Attendance |
|--------------------------------|--------------|------------|
| OC Night Market | 3 | 48,000 |
| Gun Show | 2 | 11,000 |
| Russo & Steele | 3 | 1,500 |
| Speedway - Harley Night | 1 | 3,000 |
| Flying Miz Daisy | 2 | 2,000 |
| Fight Club OC | 1 | 1,200 |
| Bride World | 1 | 2,000 |
| Speedway - Motocross | 1 | 3,000 |
| Truck Adventures (Make A Wish) | 1 | 1,500 |
| "TBD" Auto Research | 2 | 150 |
| Credit Union Car Sale | 2 | 500 |
| Apex ("TBD") Performance Event | 3 | 250 |
| "TBD" Grad Night | 1 | 500 |

ATTACHMENT B
32nd District Agricultural Association
OC Fair & Event Center
2018 OC FAIR VENUE SCHEDULE
Day Shift

| Date | Promotions | Shift Start | Shift End | Estimated # of Employee Staff | Total Employee Hours | Estimated # of Lead Staff | Total Lead Hours | Estimated # of Supervisor Staff | Total Supervisor Hours | Estimated # of Total Hours |
|--|--|-------------|-----------|-------------------------------|----------------------|---------------------------|------------------|---------------------------------|------------------------|----------------------------|
| July 13, 2018 | N/A | 7:00 AM | 3:30 PM | 11 | 93.5 | 2 | 17 | 0 | 0 | 110.5 |
| July 14, 2018 | N/A | 7:00 AM | 3:30 PM | 11 | 93.5 | 2 | 17 | 0 | 0 | 110.5 |
| July 15, 2018 | Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 1 | 4.5 | 76.5 |
| July 14, 2018 | N/A | 9:00 AM | 3:30 PM | 14 | 91 | 2 | 13 | 1 | 6 | 110 |
| July 15, 2018 | N/A | 9:00 AM | 3:30 PM | 14 | 91 | 2 | 13 | 1 | 6 | 110 |
| July 16, 2018 | Closed | | | | | | | | | 0 |
| July 17, 2018 | Closed | | | | | | | | | 0 |
| July 18, 2018 | N/A | 11:00 AM | 3:30 PM | 11 | 49.5 | 2 | 9 | 0 | 0 | 58.5 |
| July 19, 2018 | Kids Day | 11:00 AM | 3:30 PM | 11 | 49.5 | 2 | 9 | 0 | 0 | 58.5 |
| July 20, 2018 | Seniors Day | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 0 | 0 | 72 |
| July 21, 2018 | N/A | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 1 | 4.5 | 76.5 |
| July 22, 2018 | N/A | 9:00 AM | 3:30 PM | 14 | 91 | 2 | 13 | 1 | 6 | 110 |
| July 23, 2018 | Closed | | | | | | | | | 0 |
| July 24, 2018 | Closed | | | | | | | | | 0 |
| July 25, 2018 | Canned Food Drive 12-6pm | 11:00 AM | 3:30 PM | 11 | 49.5 | 2 | 9 | 0 | 0 | 58.5 |
| July 26, 2018 | Kids Day | 11:00 AM | 3:30 PM | 11 | 49.5 | 2 | 9 | 0 | 0 | 58.5 |
| July 27, 2018 | Seniors Day | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 0 | 0 | 72 |
| July 28, 2018 | N/A | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 1 | 4.5 | 76.5 |
| July 29, 2018 | N/A | 9:00 AM | 3:30 PM | 14 | 91 | 2 | 13 | 1 | 6 | 110 |
| July 30, 2018 | Closed | | | | | | | | | 0 |
| July 31, 2018 | Closed | | | | | | | | | 0 |
| August 1, 2018 | Book Drive 12-6pm | 11:00 AM | 3:30 PM | 11 | 49.5 | 2 | 9 | 0 | 0 | 58.5 |
| August 2, 2018 | Kids Day | 11:00 AM | 3:30 PM | 11 | 49.5 | 2 | 9 | 0 | 0 | 58.5 |
| August 3, 2018 | Seniors Day | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 0 | 0 | 72 |
| August 4, 2018 | N/A | 11:00 AM | 3:30 PM | 14 | 63 | 2 | 9 | 1 | 4.5 | 76.5 |
| August 5, 2018 | N/A | 9:00 AM | 3:30 PM | 14 | 91 | 2 | 13 | 1 | 6 | 110 |
| August 6, 2018 | Closed | 9:00 AM | 3:30 PM | 14 | 91 | 2 | 13 | 1 | 6 | 110 |
| August 7, 2018 | Closed | 7:00 AM | 3:30 PM | 11 | 93.5 | 2 | 17 | 0 | 0 | 110.5 |
| August 8, 2018 | N/A | 7:00 AM | 3:30 PM | 11 | 93.5 | 2 | 17 | 0 | 0 | 110.5 |
| August 9, 2018 | Kids Day | 7:00 AM | 3:30 PM | 11 | 93.5 | 2 | 17 | 0 | 0 | 110.5 |
| August 10, 2018 | Seniors Day | 7:00 AM | 3:30 PM | 14 | 119 | 2 | 17 | 1 | 4.5 | 140.5 |
| August 11, 2018 | N/A | 7:00 AM | 3:30 PM | 14 | 119 | 2 | 17 | 1 | 6 | 142 |
| | | | | | | | | | | |
| TOTAL ESTIMATED HOURS - Day Shift | | | | | 2,108.5 | | 331 | | 70.5 | 2,510 |

ATTACHMENT B - Continued
32nd District Agricultural Association
OC Fair & Event Center
2018 OC FAIR VENUE SCHEDULE
Evening Shift

| Date | Promotions | Shift Start | Shift End | Estimated # of Employee Staff | Total Employee Hours | Estimated # of Lead Staff | Total Lead Hours | Estimated # of Supervisor Staff | Total Supervisor Hours | Estimated Total Hours |
|--|--|-------------|-----------|-------------------------------|----------------------|---------------------------|------------------|---------------------------------|------------------------|-----------------------|
| July 11, 2018 | N/A | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| July 12, 2018 | N/A | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| July 13, 2018 | Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 14, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 15, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 16, 2018 | Closed | | | | | | | | | 0 |
| July 17, 2018 | Closed | | | | | | | | | 0 |
| July 18, 2018 | N/A | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| July 19, 2018 | Kids Day | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| July 20, 2018 | Seniors Day | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 21, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 22, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 23, 2018 | Closed | | | | | | | | | 0 |
| July 24, 2018 | Closed | | | | | | | | | 0 |
| July 25, 2018 | Canned Food Drive 12-6pm | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| July 26, 2018 | Kids Day | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| July 27, 2018 | Seniors Day | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 0 | 0 | 170 |
| July 28, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 29, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| July 30, 2018 | Closed | | | | | | | | | 0 |
| July 31, 2018 | Closed | | | | | | | | | 0 |
| August 1, 2018 | Book Drive 12-6pm | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| August 2, 2018 | Kids Day | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| August 3, 2018 | Seniors Day | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| August 4, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| August 5, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| August 6, 2018 | Closed | | | | | | | | | 0 |
| August 7, 2018 | Closed | | | | | | | | | 0 |
| August 8, 2018 | N/A | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| August 9, 2018 | Kids Day | 3:30 PM | 12:00 AM | 14 | 119 | 2 | 17 | 0 | 0 | 136 |
| August 10, 2018 | Seniors Day | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| August 11, 2018 | N/A | 3:30 PM | 12:00 AM | 18 | 153 | 2 | 17 | 1 | 8 | 178 |
| | | | | | | | | | | |
| TOTAL ESTIMATED HOURS - Evening Shift | | | | | 3,485 | | 425 | | 112 | 4,022 |

ATTACHMENT B - Continued
32nd District Agricultural Association
OC Fair & Event Center
2018 OC FAIR VENUE SCHEDULE
Night Shift

| Date | Promotions | Shift Start | Shift End | Estimated # of Employee Staff | Total Employee Hours | Estimated # of Lead Staff | Total Lead Hours | Estimated # of Supervisor Staff | Total Supervisor Hours | Estimated # of Pressure Washing Hours | Total Pressure Washing Hours | Total Hours |
|-------------------------------------|--|-------------|-----------|-------------------------------|----------------------|---------------------------|------------------|---------------------------------|------------------------|---------------------------------------|------------------------------|-------------|
| July 11, 2018 | N/A | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 1 | 4 | 24 | 24 | 108 |
| July 12, 2018 | N/A | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 0 | 0 | 24 | 24 | 104 |
| July 13, 2018 | Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 1 | 4 | 24 | 24 | 108 |
| July 14, 2018 | N/A | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 1 | 4 | 24 | 24 | 108 |
| July 15, 2018 | N/A | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 1 | 4 | 24 | 24 | 108 |
| July 16, 2018 | Closed | | | | | | | | | | | 0 |
| July 17, 2018 | Closed | | | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 24 | 24 |
| July 18, 2018 | N/A | 11:00 PM | 3:00 AM | 14 | 56 | 2 | 8 | 0 | 0 | 0 | 0 | 64 |
| July 19, 2018 | Kids Day | 11:00 PM | 3:00 AM | 14 | 56 | 2 | 8 | 0 | 0 | 24 | 24 | 88 |
| July 20, 2018 | Seniors Day | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 0 | 0 | 24 | 24 | 104 |
| July 21, 2018 | N/A | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 1 | 4 | 24 | 24 | 108 |
| July 22, 2018 | N/A | 11:00 PM | 3:00 AM | 18 | 72 | 2 | 8 | 1 | 4 | 24 | 24 | 108 |
| July 23, 2018 | Closed | | | | | | | | | | | 0 |
| July 24, 2018 | Closed | | | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 24 | 24 |
| July 25, 2018 | Canned Food Drive 12-6pm | 11:00 PM | 3:00 AM | 14 | 56 | 2 | 8 | 0 | 0 | 24 | 24 | 88 |
| July 26, 2018 | Kids Day | 11:00 PM | 3:00 AM | 14 | 56 | 2 | 8 | 0 | 0 | 24 | 24 | 88 |
| July 27, 2018 | Seniors Day | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 0 | 0 | 24 | 24 | 122 |
| July 28, 2018 | N/A | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 1 | 4 | 24 | 24 | 126 |
| July 29, 2018 | N/A | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 1 | 4 | 24 | 24 | 126 |
| July 30, 2018 | Closed | | | | | | | | | | | 0 |
| July 31, 2018 | Closed | | | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 24 | 24 |
| August 1, 2018 | Book Drive 12-6pm | 11:00 PM | 4:00 AM | 14 | 70 | 2 | 8 | 0 | 0 | 24 | 24 | 102 |
| August 2, 2018 | Kids Day | 11:00 PM | 4:00 AM | 14 | 70 | 2 | 8 | 0 | 0 | 24 | 24 | 102 |
| August 3, 2018 | Seniors Day | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 0 | 0 | 24 | 24 | 122 |
| August 4, 2018 | N/A | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 1 | 4 | 24 | 24 | 126 |
| August 5, 2018 | N/A | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 1 | 4 | 24 | 24 | 126 |
| August 6, 2018 | Closed | | | | | | | | | | | 0 |
| August 7, 2018 | Closed | | | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 24 | 24 |
| August 8, 2018 | N/A | 11:00 PM | 4:00 AM | 14 | 70 | 2 | 8 | 0 | 0 | 24 | 24 | 102 |
| August 9, 2018 | Kids Day | 11:00 PM | 4:00 AM | 14 | 70 | 2 | 8 | 0 | 0 | 24 | 24 | 102 |
| August 10, 2018 | Seniors Day | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 0 | 0 | 24 | 24 | 122 |
| August 11, 2018 | N/A | 11:00 PM | 4:00 AM | 18 | 90 | 2 | 8 | 1 | 4 | 24 | 24 | 126 |
| TOTAL ESTIMATED HOURS - Night Shift | | | | | 1,890 | | 200 | | 48 | | 672 | 2,810 |

ATTACHMENT C

**32nd District Agricultural Association
OC Fair & Event Center**

**2018 OC FAIR
VENUE SCHEDULE**

PACIFIC AMPHITHEATRE

2018 PACIFIC AMPHITHEATRE SCHEDULE

| DATE | TIME | PERFORMER |
|------------------------------|------|---|
| Wednesday, July 04, 2018 | 8:00 | Pacific Symphony/Brass Transit-Music of Chicago |
| Saturday, July 07, 2018 | 7:00 | El Fantasma / Voz De Mando / Kanales |
| Sunday, July 08, 2018 | 7:30 | Straight No Chaser / Jon McLaughlin |
| Thursday, July 12, 2018 | 8:00 | Frankie Valli / Pacific Symphony |
| Friday, July 13, 2018 | 7:00 | RATT / Cinderella's Tom Keifer / Lynch Mob |
| Saturday, July 14, 2018 | 8:15 | Trevor Noah |
| Sunday, July 15, 2018 | 8:00 | Happy Together |
| Wednesday, July 18, 2018 | 7:30 | Kool & The Gang / Village People |
| Thursday, July 19, 2018 | 7:00 | Psychedelic Furs / -X- / The Fixx |
| Friday, July 20, 2018 | 7:30 | Steve Martin / Martin Short |
| Saturday, July 21, 2018 | 7:30 | Which One's Pink? DSOTM 45th Anniversary |
| Sunday, July 22, 2018 | 8:15 | Jim Gaffigan |
| Wednesday, July 25, 2018 | 7:30 | Roger Hodgson / Al Stewart |
| Thursday, July 26, 2018 | 7:00 | Retro Futura |
| Friday, July 27, 2018 | 8:15 | Earth, Wind & Fire |
| Saturday, July 28, 2018 | 7:00 | America / Jefferson Starship |
| Sunday, July 29, 2018 | 7:30 | Brett Eldredge / Honey County |
| Wednesday, August 01, 2018 | 7:30 | Hunter Hayes / Runaway June / C. Anderson |
| Thursday, August 02, 2018 | 7:00 | Rick Springfield / Loverboy / G Kihn / T Tutone |
| Friday, August 03, 2018 | 7:30 | UB40 / Freddie McGregor |
| Saturday, August 04, 2018 | 8:00 | The Fab Four - Yellow Submarine 50th Anniv |
| Sunday, August 05, 2018 | 7:30 | Kabah / JNS / Maria Jose |
| Wednesday, August 08, 2018 | 7:30 | TOTO / ASIA featuring John Payne |
| Thursday, August 09, 2018 | 7:30 | Willie Nelson / Alison Krauss |
| Friday, August 10, 2018 | 5:30 | Rebelution / Stephen Marley / Common Kings |
| Saturday, August 11, 2018 | 5:30 | Rebelution / Stephen Marley / Common Kings |
| Sunday, August 12, 2018 | 6:30 | Steve Miller Band / Peter Frampton |
| Thursday, August 16, 2018 | 7:30 | Stray Cats / Cherry Poppin' Daddies |
| Friday, August 17, 2018 | 7:30 | Stray Cats / The Paladins |
| Saturday, August 18, 2018 | 8:00 | Pacific Symphony |
| Sunday, August 19, 2018 | 6:00 | Ziggy Marley / The Green / John Heinrichs |
| Friday, August 24, 2018 | 6:00 | Thievery Corporation / Steel Pulse / Simpkin |
| Saturday, August 25, 2018 | 7:30 | Gavin DeGraw / Phillip Phillips / (David Rosales) |
| Saturday, September 08, 2018 | | Pacific Symphony |

2018 THE HANGAR SCHEDULE

| DATE | TIME | PERFORMER |
|----------------------------|------|---|
| Friday, July 13, 2018 | 8:30 | Rumours (Fleetwood Mac) |
| Saturday, July 14, 2018 | 8:30 | Dead Man's Party (Oingo Boingo) |
| Sunday, July 15, 2018 | 7:15 | Firefall / Poco |
| Wednesday, July 18, 2018 | 8:30 | Elton Early Years - GYBR Anniversary |
| Thursday, July 19, 2018 | 8:30 | Simple Man (Lynyrd Skynyrd) |
| Friday, July 20, 2018 | 8:30 | Freedom (George Michael) |
| Saturday, July 21, 2018 | 7:15 | Surrender / 4NR (Cheap Trick / Foreigner) |
| Sunday, July 22, 2018 | 8:30 | Foghat |
| Wednesday, July 25, 2018 | 8:30 | Queen Nation (Queen) |
| Thursday, July 26, 2018 | 8:30 | Hotel California (The Eagles) |
| Friday, July 27, 2018 | 8:30 | Journey Unauthorized (Journey) |
| Saturday, July 28, 2018 | 8:30 | Zeppelin Live (Led Zeppelin) |
| Sunday, July 29, 2018 | 8:30 | Ozomatli |
| Wednesday, August 01, 2018 | 8:30 | I Am King (Michael Jackson) |
| Thursday, August 02, 2018 | 7:15 | Paradise City (GNR) / Noise Pollution (AC/DC) |
| Friday, August 03, 2018 | 8:30 | BOSTYX (Boston & Styx) |
| Saturday, August 04, 2018 | 8:30 | Turn The Page (Bob Seger) |
| Sunday, August 05, 2018 | 1:30 | Mariachi Sol de Mexico |
| Sunday, August 05, 2018 | 6:30 | Mariachi Sol de Mexico |
| Sunday, August 05, 2018 | 8:30 | Mariachi Sol de Mexico Replay |
| Wednesday, August 08, 2018 | 8:30 | Wild Child (The Doors) |
| Thursday, August 09, 2018 | 7:15 | Totally Go-Go's (Go-Go's) / Idol X (Billy Idol) |
| Friday, August 10, 2018 | 7:15 | Devotional (Depeche Mode) / Hollywood Erasure |
| Saturday, August 11, 2018 | | iBUYPOWER GameFest |
| Sunday, August 12, 2018 | | iBUYPOWER GameFest |

2018 ACTION SPORTS ARENA SCHEDULE

| DATE | EVENT |
|----------------------------|----------------------------|
| Friday, July 13, 2018 | X-Treme Freestyle Moto-X |
| Saturday, July 14, 2018 | Speedway Fair Derby |
| Sunday, July 15, 2018 | SummerFist |
| Wednesday, July 18, 2018 | Daredevils and Wheels |
| Thursday, July 19, 2018 | Daredevils and Wheels |
| Friday, July 20, 2018 | Daredevils and Wheels |
| Saturday, July 21, 2018 | Daredevils and Wheels |
| Saturday, July 21, 2018 | Daredevils and Wheels |
| Sunday, July 22, 2018 | Daredevils and Wheels |
| Sunday, July 22, 2018 | Daredevils and Wheels |
| Wednesday, July 25, 2018 | Monster Trucks |
| Thursday, July 26, 2018 | Monster Trucks |
| Friday, July 27, 2018 | Monster Trucks |
| Saturday, July 28, 2018 | Monster Trucks |
| Saturday, July 28, 2018 | Monster Trucks |
| Sunday, July 29, 2018 | Monster Trucks |
| Sunday, July 29, 2018 | Monster Trucks |
| Wednesday, August 01, 2018 | Extreme Rodeo |
| Thursday, August 02, 2018 | Broncs & Bulls |
| Friday, August 03, 2018 | Extreme Rodeo |
| Saturday, August 04, 2018 | Broncs & Bulls |
| Sunday, August 05, 2018 | Fiesta del Charro |
| Wednesday, August 08, 2018 | Motor Home Demo Derby |
| Thursday, August 09, 2018 | Crush Demo Derby |
| Friday, August 10, 2018 | Damsels Demo Derby |
| Saturday, August 11, 2018 | Terrible Trucks Demo Derby |
| Saturday, August 11, 2018 | Motor Home Demo Derby |
| Sunday, August 12, 2018 | Crush Demo Derby |

*All shows are approximately two (2) hours in duration unless otherwise indicated and are subject to change.

**Pressure Washing will take place every Monday during Fair Time at Pacific Amphitheatre.

ATTACHMENT D
32ND District Agricultural Association
2018 OC Fair & Event Schedule
2018 OC FAIR
LIVESTOCK SWEEPING SCHEDULE

Note: The following times are based upon the OC Fair opening at 12:00 noon on Wednesday through Friday, and 10:00 a.m. on Saturday and Sunday.

| Date | Start Time | Estimated # of Staff | Estimated # of Leads | Estimated # of Supervisors | Estimated Shift Duration |
|---------------------------|---|----------------------------|----------------------------|----------------------------------|--------------------------------|
| Friday, July 13, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Saturday, July 14, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Sunday, July 15, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Monday, July 16, 2018 | Not Needed - Closed | | | | |
| Tuesday, July 17, 2018 | Not Needed - Closed | | | | |
| Wednesday, July 18, 2018 | 8:30 AM (Friends of Fair) | 4 | 1 | 0 | 4 Hours |
| Thursday, July 19, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Friday, July 20, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Saturday, July 21, 2018 | 8:00 AM (Auction Day) | 4 | 1 | 0 | 4 Hours |
| Sunday, July 22, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Monday, July 23, 2018 | Not Needed - Closed | | | | |
| Tuesday, July 24, 2018 | Not Needed - Closed | | | | |
| Wednesday, July 25, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Thursday, July 26, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Friday, July 27, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Saturday, July 28, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Sunday, July 29, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Monday, July 30, 2018 | 7:00 AM - Swine Tent only | 2 | 0 | 0 | 2 Hours |
| Tuesday, July 31, 2018 | Not Needed - Closed | | | | |
| Wednesday, August 1, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Thursday, August 2, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Friday, August 3, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Saturday, August 4, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Sunday, August 5, 2018 | 9:30 AM (OC Marathon begins at 7:30 AM) | 4 | 1 | 0 | 4 Hours |
| Monday, August 6, 2018 | Not Needed - Closed | | | | |
| Tuesday, August 7, 2018 | Not Needed - Closed | | | | |
| Wednesday, August 8, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Thursday, August 9, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Friday, August 10, 2018 | 10:30 AM | 4 | 1 | 0 | 4 Hours |
| Saturday, August 11, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |
| Sunday, August 12, 2018 | 9:00 AM | 4 | 1 | 0 | 4 Hours |

ATTACHMENT 1

BIDDER/CONTRACTOR STATUS FORM

IFB NUMBER WC-02-19

Page 1 of 2

Contractor's Name _____ Federal Employer ID # _____
(Full business name)
Address _____ County _____
City _____ Zip Code _____
(Principal place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

Individual (Please check one) ____ Resident ____ Non-Resident

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

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

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

Corporation

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

Place and date of incorporation _____

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

CURRENT OFFICERS:

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

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

**ATTACHMENT 1
BIDDER/CONTRACTOR STATUS FORM
IFB NUMBER WC-02-19**

Page 2 of 2

Fictitious Name

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

Small Business Preference

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

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

Your small business ID number: _____

Pending Litigation or Hearings

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

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

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

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

(Print Name & Title)

(Signature)

(Date)

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

**ATTACHMENT 2
FINANCIAL PROPOSAL BID FORM
IFB NUMBER WC-02-19
Page 1 of 1 and Excel Spreadsheet**

The Financial Proposal Bid Form will be used to determine the "not to exceed" amount of the contract. Do not add, remove, qualify or change form in any way.

The price quote the in EXEL SPREADSHEET shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel, emission, or any other related services required. The District shall not be billed for any costs that were not specifically included in the contract.

**REFER TO EXCEL SPREADSHEET TO ENTER FINANCIAL
DATA**

**INCLUDE THIS SHEET ALONG WITH EXCEL SPREADSHEET
IN YOUR BID PROPOSAL**

| | |
|--|---------------------|
| | AGREEMENT NUMBER |
| | REGISTRATION NUMBER |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

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

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

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

Exhibit A – Scope of Work page(s)

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

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

Check mark one item below as Exhibit D:

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

☐ Exhibit - D* Special Terms and Conditions

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

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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



| | | |
|--|--------------------------|---|
| CONTRACTOR | | California Department of General Services Use Only |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) | | |
| BY (Authorized Signature) | DATE SIGNED(Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION | | |
| BY (Authorized Signature) | DATE SIGNED(Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| CEO OR VP | | <input type="checkbox"/> Exempt per: |
| Address | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

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 may be sent via email to AP@ocfair.com or mailed as follows:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

I. Evidence of Coverage

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

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

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

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$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; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. 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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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.

B. 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.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

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

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :** _____

Type of Company/Organization **Contractor** **Consultant** **Concessionaire**
(Circle one): **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

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

NOTICE OF PROPOSED AWARD

IFB NUMBER: WC-02-19

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

**PROPOSED AWARD OF
SWEEPING CLEANING & WASTE COLLECTION SERVICES**

AT THE OC FAIR & EVENT CENTER TO:

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M., FRIDAY,
MARCH 8, 2019, THE AWARD WILL BE FINAL.**

BIDDER DECLARATION

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

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

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

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

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

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

Signature: _____ Date: _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

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