

**21ST DISTRICT AGRICULTURAL ASSOCIATION
THE BIG FRESNO FAIR**

**LIGHTING CONTRACT
REQUEST FOR PROPOSAL PACKAGE**

(A TWO-TIER RFP PACKAGE)

RFP # 24-002

**A ONE-YEAR CONTRACT
(2024)**

**WITH FOUR ONE-YEAR OPTIONS
(2025, 2026, 2027, 2028)**

Contact Person: Christina Estrada, Interim Chief Executive Officer

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

Date Issued: June 26, 2024

PART I
DEFINITIONS

<u>BIDDER</u>	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
<u>CONTRACTOR</u>	Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
<u>EVALUATION & SELECTION COMMITTEE</u>	Hereinafter referred to as “committee” chosen by the DAA to evaluate and score proposals received.
<u>F&E</u>	Refers to the Division of Fairs and Expositions, Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of fairs. The Department is located at: 1220 N Street Sacramento, CA 95814
<u>FORMAT</u>	Refers to both the arrangement of requested information and statements, as well as the packaging and labeling of the proposal. Failure to use the requested format required for submittal of the proposals will be deemed not responsive. Use of the requested format is the proposer’s first chance to demonstrate the ability to follow directions.
<u>MANDATORY FACILITY WALK</u>	A mandatory staff led walk-through of the grounds and venues to be serviced. This time will be used to point out features of the grounds and how they relate to this RFP. This is mandatory to ensure that all bidders have a complete understanding of the DAA’s needs. Prospective bidders not attending the mandatory facility walk will not be considered for the purpose of this RFP.
<u>PASSING BIDDER</u>	The term “ <i>passing bidder</i> ” as it is used in this document refers to the bidders who has been awarded at least the minimum number of points by the committee on Tier One, the Technical Portion of the proposal. No bidder’s financial proposal will be opened and considered if they have not received sufficient points to be deemed a passing bidder
<u>RESPONSIVE</u>	Proposals that are timely, meet the proper format required for submittal of the proposals and provide the required information pursuant to the criteria outlined in the RFP will be considered” responsive”. Proposals that are submitted without the complete Lighting Equipment components will be deemed non-responsive for the purpose of this RFP.
<u>RFP</u>	Request For Proposal
<u>TIER 1</u>	The Technical Portion of the Proposal: Document 1, Technical Proposal.
<u>TIER 2</u>	The Financial Portion of the Proposal: Document 2, Financial Proposal Bid Form.

PART II

GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 21st District Agricultural Association, Big Fresno Fair, in releasing this RFP, intends to award a contract for the purpose of providing complete lighting services on the grounds and entertainment stages for the 21st DAA, Big Fresno Fair, for one-year (2024) with four, one-year options (2025 through 2028). Bidder must provide all lighting services on the grounds and entertainment stages for Fair time.

The options are to be exercised independently and at the sole discretion of the DAA. The DAA may terminate this contract for any reason upon thirty (30) days prior written notice to the Contractor. In the event of such termination, the DAA shall only pay for services rendered prior to the effective date of termination. In no event shall the DAA be liable to the contractor for any lost profits or consequential damages. The DAA reserves the right to have the lighting equipment removed from areas in accordance with the demands of the area, for instance, certain areas on the grounds or in buildings where temporary lighting may be needed.

B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents thoroughly. The DAA will not be responsible for errors and omissions on the part of the bidder. It is recommended that each bidder carefully review the proposal to be submitted in response to the RFP. The DAA, the Scoring Committee, and other individuals reviewing proposals on behalf of the DAA will not make interpretations or correct any errors in calculations.

All costs associated with the bidder completing and submitting a proposal are the sole responsibility of the bidder.

TO BE CONSIDERED QUALIFIED, BIDDERS ARE REQUIRED TO ATTEND A MANDATORY FACILITY WALK ON JULY 15, 2024 AT 10AM, MEET IN THE ADMINISTRATIVE OFFICE LOCTED AT 1121 S. CHANCE AVENUE, FRESNO CA. 93702. ALL BIDDERS MUST SIGN IN AT THE MANDATORY WALK-THROUGH. BIDS or PROPOSALS WILL NOT BE ACCEPTED FROM BIDDERS WHO DO NOT ATTEND THE FACILITY WALK.

C. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing times and at the place stated below, in the format specified below and as more particularly described in Part VI, Section B Proposal Format & Content, failure to timely submit proposal shall result in an automatic rejection. Failure to meet any of the below requirements or any of those identified in Part III, Section A, Paragraph 4 "Grounds for Rejection of the Proposal", may result in a rejection, or a reduction in points during the scoring process. *Unless otherwise stated, faxes are unacceptable.*

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

- One sealed package containing three (3) copies of the technical proposal and labeled with the bidder's name, the RFP number and "**Technical Proposal, Tier 1**". (For additional details, see Part VI, B.1).
- One sealed package containing three (3) copies of the financial proposal bid form and labeled "**Financial Proposal Bid Form, Tier 2**" (For additional details, see Part VI, B.2).
- Both sealed packages must be placed in a third package with the bidder's name on the outside, the RFP number, and addressed as follows:

RFP #24-002 LIGHTING PROPOSAL
CHRISTINA ESTRADA, INTERIM CHIEF EXECUTIVE OFFICER
21ST DISTRICT AGRICULTURAL ASSOCIATION
THE BIG FRESNO FAIR
1121 S. CHANCE AVENUE
FRESNO, CA 93702
(559) 650-3247

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part II, Section C, General Information, then each bidder's technical proposal is evaluated and scored by the Committee who utilize the score sheet in Part V, Evaluation Selection and Scoring Process. Proposals scoring the required minimum number of points or more will be considered "passing", and will progress to the second tier. Subsequently, the "Financial Proposal Bid Form" accompanying all passing technical proposals will be opened and Small Business Preference given where applicable.

If a contract is awarded, it shall be granted to the passing responsible bidder who submits the proposal with the lowest financial proposal as described in Part V, "Evaluation, Selection and Scoring Process". Prior to the DAA awarding a contract, the DAA shall post a "Notice of Proposed Award" at the administration office for five (5) working days. In addition, a copy of the notice will be mailed to each bidder.

Upon the expiration of the five-day posting period (close of business on the fifth working day), if no protest has been filed, the contract will be awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been withdrawn by the bidder or rejected by the Department of General Services. In the event a protest is filed, it is understood the non-prevailing party will be responsible for reasonable attorney fees and costs incurred by The Big Fresno Fair.

E. TENTATIVE SCHEDULE

RFP Released	June 26, 2024
MANDATORY FACILITY WALK	10AM Monday, July, 15, 2024
Proposals due at Fair's Administration Office no later than 2 p.m.	July 24, 2024
Interviews, if necessary, to clarify Proposals - questions by Fair (Interviews are not public, but may be recorded)	July 31, 2024
Contract Award	August 27, 2024
"Notice of Proposed Award" posted and mailed	August 27 – September 3, 2024
Date Award Final-- no protest may be filed after this time.	September 4, 2024

F. SMALL BUSINESS PREFERENCE

State law allows *certified* small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) for at least 25% of the net bid price, to receive a 5% bidding preference on applicable state *solicitations*. The effect of the preference is to help SB/MB be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the actual bid amount.

If claiming the 5% small business preference and you are a SB or MB, or if your application is on file with Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB, list the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include:

Name
Address
Phone Number
Description of work to be performed
Dollar amount or percentage per sub-contractor

Also include the sub-contractor's certification or indicate if application(s) are on file with OSDS.

If you are Certified Small Business, you must include a copy of your certificate with your bid package in order to be eligible for the 5% preference.

Certification Application

To apply, access the online Small Business Certification Application (STD. 813), or to receive a hard-copy form by mail, e-mail osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

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

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

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

G. BIDDER/CONTRACTOR STATUS FORM

All *bidders* must complete, sign and submit the form in response to the RFP. Failure to comply will deem the bidder non-responsive. The Fair 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.

H. STATEMENT OF EQUIPMENT FORM

All bidders must complete, sign and submit the "**Statement of Equipment Form.**" Failure to comply will deem the bidder non-responsive. Subcontracting of certain equipment has become "commonplace" in the industry, but it is important that the DAA knows who the owner is. Subcontracted equipment or services must be covered by the bidder's liability insurance (see below), or a separate Certificate of Insurance (if applicable) will need to be provided for the subcontractor's equipment or service. **Please note**, utilization of a subcontractor will reduce the number of points awarded in Tier One of this bid package.

I. INSURANCE

The bidder must show proof (a photocopy of the original) of current commercial general liability insurance at the \$2,000,000 level. Additionally, the bidder awarded the contract shall provide a signed original Certificate of Insurance, 30 days prior to the start of the contract period, covering those days of the contract period. This again shall include \$1,000,000 in commercial general liability coverage per occurrence for bodily injury and property damage liability combined. Responding to this RFP without current proof of insurance will automatically disqualify the bidder.

The Certificate of Insurance supplied 30 days prior to the contract period must include: ('Exhibit A')

- Evidence of authorized insurance coverage for the term of the contract which includes set up and tear down;
- A 30-day cancellation notice;
- the Fairgrounds with address shown as certificate holder, and the additional insured paragraph in the following exact words:

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

Proof of Workers Compensation Insurance Coverage and Automobile Liability Insurance Coverage (per accident basis with limits of not less than One (1) Million Combined Single Limits) are also required at the time the bidder provides their RFP documentation.

J. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

Note to bidders: The DVBE contracting option for this solicitation is stated below. To avoid having your bid deemed non-responsive, please carefully follow the instructions provided.

The DAA elects to include the DVBE Program Requirements for this solicitation but not the incentive. **Bidders failing to meet DVBE requirements will be considered non-responsive and ineligible for contract award.**

Bidders must complete and return the attached:
Bidder Declaration, GSPS-05-105 (08/09) and DVBE Declarations – STD 843 (9/19) as applicable.

The enclosed DVBE Attachments are made part of this RFP. Bidders must complete and return the attached **Bidder Declaration, GSPS-05-105 (08/09) and DVBE Declarations – STD 843 (9/19)** as applicable. See also attached **Exhibit “C” California Disabled Veterans Business Enterprise Requirements** for information on how to comply.

K. HISTORY AND GENERAL BACKGROUND INFORMATION

The Board of Directors of the 21st District Agricultural Association, Big Fresno Fair, is seeking the services to provide lighting systems, equipment and services for Fair time on the grounds and entertainment stages for the 21st DAA, Big Fresno Fair, for one year (2024) with four, one-year options (2025 through 2028). The options are to be exercised independently and at the sole discretion of the DAA. The purpose of the contract is to provide lighting systems for the 2024 annual Fair as well as options for 2025 – 2028.

2024 Fair	October 2-14 (13 days)
2025 Fair	October 1-13 (13 days)
2026 Fair	October 7-18 (12 days)
2027 Fair	October 6-17 (12 days)
2028 Fair	October 4-15 (12 days)

On entertainment main stage, small stages, grounds entrances and special areas; there are rock, country, jazz, top 40, solo, duo, trip-singing and instrumental groups; clowns, magicians, and other characters that will require lighting. Paul Paul Theater entertainment includes top line entertainers who will require “first class” type lighting and equipment.

Management will advise the contractor when equipment must be installed.

PART III

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

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

Modifications by the DAA, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

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

2. Addendum

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

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

3. Definitions

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

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

4. 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 bids as stated in Part II.

The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal may be rejected if:

It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.

It contains false or misleading statements or references that do not support attributes or conditions, contended by the bidder. (The proposal *shall* be rejected if, in the opinion of the DAA, such information was intended to mislead the DAA in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)

It is unsigned.

5. Right to Reject Any or All Proposals

It is the policy of the DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the DAA reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

6. BID PROTESTS (Public Contact Code, Section 10341 to 10345)

1. Protest Procedures:

a. Standing and Grounds for Protests:

(1) Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation).

(2) All protests will be reviewed and decided on written submissions only.

(3) Protests must be based only upon one or more of the following grounds:

a) The DAA violated a law or regulation; or

b) The DAA failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.

b. Jurisdiction for Consideration of Protests: There is no jurisdiction to consider a protest if:

(1) The DAA rejects all bids or proposals.

(2) The protestant does not meet the requirements of paragraph 1.a. above.

(3) The protest was not timely submitted.

(4) The contract award is for a type of contract not subject to the protest procedures.

c. Procedural Requirements for Protests:

A bidder may file a protest challenging the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, West Sacramento, CA 95605/P.O. Box 989053, West Sacramento, CA 95798, Attention: Legal Office **and** with the DAA. The protest must be received prior to the expiration of the five working days from the notice of the proposed award being posted. And, in no event, received later than 4:30 PM on the fifth working day after the Notice of Proposed Award was posted in a public place at the DAA's Administrative Office.

In Addition, within five (5) working days after filing the protest, the protesting bidder shall file with the DAA and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE: Failure to file (1) notice of protest by the conclusion of the fifth working day after the notice of intention to award a contract has been posted and, (2) a complete detailed written statement within five calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest being waived. Protests shall be limited to the grounds contained in Public Contract Code 10345.

B. OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to this RFP would become the property of the DAA. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of "Notice of Proposed Award".

2. Confidentiality of Proposals

The DAA will hold the contents of all proposals in confidence until issuance of the contract; once the contract is executed, no proposal will be treated as confidential.

3. Modification or Withdrawal of Proposals

Any proposal which is received by the DAA before the time and date set for receipt of proposals may be withdrawn or modified by written request of the bidder. However, 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 like "This proposal and cost estimate are valid for 60 days" is non-responsive to the RFP and shall on that basis be rejected.

PART IV

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

The Work Statement describes the work to be performed by the bidder who is awarded the contract and the terms and conditions which shall be deemed incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to this RFP will also contain the “*General Terms and Conditions*” (Exhibit “B”) and will be incorporated and made a part of the contract. All Terms and Conditions are fixed and non-negotiable.

The proposals will be reviewed by an evaluation committee and if deemed necessary, finalists will be interviewed, to clarify proposal on July 31, 2024.

The successful proposer will be required to execute a contractual agreement (Standard Agreement Form 213), which shall be binding upon the 21st District Agricultural Association and board approval will be required if contract awarded is over \$75,000.00. (seventy-five thousand dollars.)

The Big Fresno Fair reserves the right to visit the proposed contractors shop, by appointment, to verify quality, quantity and ownership of all equipment necessary to meet the present standards of the lighting systems for artist’s needs at the Paul Paul Theater and elsewhere throughout the Fairgrounds. Contractor must be able to show proof of ownership, serial numbers, and access to all equipment, rigging and chain hoist motors at the time they submit their bid. A “Statement of Equipment Form” must be filled out confirming ownership of equipment, or establishing who is the owner of the subcontracted equipment. Points shall be deducted from Tier One of this package where subcontracting takes place, due to maintenance, reliability and integration concerns. There shall be **NO** subcontracting to other lighting companies in order to meet the lighting specifications of this bid, without the proper documentation of the “Statement of Equipment Form.”

The Paul Paul Theater is the Big Fresno Fair’s largest performance venue and will seat 4,699 people in permanent seats. Much of the lighting system is flown from the steel structure at the Paul Paul Theater. The front and sides of this structure are shared with the large sound reinforcement speaker system. Contractor shall be responsible for all rigging and truss to be done in order to fly or hang the lighting systems. An additional note of information, the sound systems sub-woofers are also flown from the steel structure along the other arrayed speaker systems. This makes the use of multiple lighting trusses imperative.

Except where noted in the RFP, bidder must assume that they will supply all labor, tools, materials, and transportation for the duration of the contract.

1. Bidders lighting equipment must cover the following stages/areas:
 - a. Paul Paul Theater
 - b. Pavilion Stage (North Side)
 - c. Pavilion Stage (South Side)
 - d. Wine Garden
 - e. Yosemite Station - Stage
 - f. Craft Brew Court
2. Bidder must provide a minimum of six (6) professional lighting/rigging technicians to operate, rig and help set up the lighting systems.
3. Bidder must provide a minimum of two (4) professional lighting technicians (as noted below) and give support of specified equipment for the duration of the contract.
4. Bidder must provide all transportation for employees and equipment during the term of the contract.
5. Bidder must provide all lodging for employees for the term of the contract.
6. Bidder must show serial numbers on each piece of equipment valued over \$200.
7. The DAA is not responsible for any property of Bidder. Bidder will maintain adequate property insurance for its property insuring said property from all risks, including fire and theft.
8. Bidder to ensure that employees who have regular public contact shall be attired in clean, uniform clothing.
9. The Big Fresno Fair to provide the following:
 - a. Electrical power at the facility or provide a generator suitable for the needs of lighting (Earth ground rod to be provided with generator).
 - b. On staff electrical technician to tie in power and disconnect power before and after the Fair.

- c. Access to drive trucks on grounds to load in site or stage site and provide parking for Contractor's vehicles at no charge.
 - d. Access to Fair events/shows contractor's technicians are to perform during the term of the contract.
 - e. Bidder to ensure that the use of the assigned area for lighting is arranged to protect the public from dangerous conditions, equipment and maintenance operations.
 - f. Procedures shall be established to ensure reasonable security of all equipment when not in use so that no attractive nuisance or negligent condition exists.
 - g. Bidder must designate one or more representatives who are authorized to take immediate action upon request of DAA management at all times contractor is on the fairgrounds. This person must be identified to the DAA as the contractor's authorized representative.
10. Bidder must provide all equipment and systems as designated in the following "LIGHTING EQUIPMENT SPECIFICATIONS" for the Big Fresno Fair:

LIGHTING EQUIPMENT SPECIFICATIONS

FOR THE 2024, 2025, 2026, 2027 & 2028 BIG FRESNO FAIR

A. PAUL PAUL THEATER

- One (1) 36' Loaded DS Tyler GT Truss
- One (1) 40' Loaded MS Tyler GT Truss
- Ten (10) Atomic 3000 Strobe
- Fourteen (14) Martin Mac Viper Profile
- Twenty (20) Martin Mac Quantum Wash
- Eight (8) Elation Platinum Beam 5R Extreme - To be hung on existing roof bars.
- Eight (8) CM 1 ton chain hoist motor
- Two (2) Antari Hazers with snale fans
- Four (4) Elation WW4 Blinder
- Four (4) Lycian 1279 2.5K Spotlights
- One (1) 7 Station Clearcom System Complete
- Two (2) Lighting Technicians
- One (1) Road Hog Full Boar 4
- One (1) Whole Hog Master wing
- One (1) Grand MA2 Lite
- Two (2) 24-way Roadshow power distro
- One (1) 300' Snake 9-pair DMX snake
- One (1) AC power distribution package
- Cam-type, multi-cable, fanout, stage pin, data, Edison, motor cable
- Thirty (30) moving light rain cover
- One (1) Arena steel rigging package

B. PAVILION STAGE NORTH

- One (1) 4 channel Control snake
- One (1) AC power distribution (please note: this may be shared with the Pavilion Stage South)
- Three (3) RGB LED light bars with 6 fixtures each
- One (1) Rigging (Shackles & gas flex Spansets Multis & Bungees)

C. PAVILION STAGE SOUTH

One (1) 100' 4 pair DMX Control snake

One (1) AC power distribution (please note: this may be shared with the Pavilion Stage North)

Three (3) RGB LED light bars with 6 fixtures each

One (1) Rigging (Shackles & Spansets Multis & Bungees)

One (1) Lighting Technician

**North and South Pavilion Stages share an operator*

D. WINE GARDEN

Two (2) RGB LED Lamp bars with 6 fixtures each

All necessary Shackles, Spansets, Multis and Bungees

One (1) Control & Dimming

One (1) Gel assortment package

E. YOSEMITE STATION

Four (4) RGB LED pars

50' of A/C per circuit

One (1) Switching control for the above

F. CRAFT BREW COURT

One (1) RGB LED light bar with 6 fixtures each hung from Rolling Stages Structure

One (1) Switching control for the above

One (1) power and control distro

DAA To Supply:

(2) Dedicated/ not to be shared stagehands for Small Stage Load in/ Load Out

(6) Dedicated/ not to be shared stagehands for Main Stage Load in/ Load Out

(2) Riggers for Main Stage Load in / Load Out

(4) Spotlight Operator for Performances

(1) Scissor Lift

(1) Warehouse forklift

All Power Required

All Permits and inspections required by city and state

Lighting Note: Contractor is responsible for supplying tools, connectors, wiring devices, and any and all mounts, clamps, ladders, or any lift units.

PART V

EVALUATION, SELECTION AND SCORING PROCESS

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

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:
 - submittal (receipt) was by the deadline time and date; and
 - the physical format requirements were met.

This is not a public review.

2. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - review of the technical proposal,
 - confirmation that the information is presented in the format required by the RFP, and
 - all required documentation is included and correct.

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

This is not a public review.

3. The DAA reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two and assign points for technical proposal.

This is not a public review.
5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

This is not a public review.

6. In order to obtain the average score for each bidder, the total points of *each* reviewer will be added up for that bidder and the result divided by the number of people on the Committee. This score is then used to determine if the bidder has the minimum number of points to qualify for the second tier.
7. The “Financial Proposal Bid Form” of those responsible qualified bidders achieving the required minimum points will then be opened. Certified Small Business bidders shall be granted a preference of 5% (see Small Business Preference Information in Part II).
8. Selection of the bidder is based on the financial proposal bid form of the qualifying technical proposals as described in Part II.
9. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of tied bidders.
10. All bidders will be notified of the results.

B. SCORING PROCESS, CRITERIA AND ITEMS SCORED

Bidders receiving a score of ***100 Points*** or more out of 109 Points on the “Technical Proposal”, Tier 1, will be deemed qualified and their “Financial Proposal Bid Form”, Tier 2, will be reviewed. *If a bidder does not receive the minimum number of points, as stated above, that bidder will not be deemed qualified and the bidder's financial proposal will not be opened nor reviewed.* The following information must be provided by the bidder in order for the RFP to be scored.

ITEMS TO BE SCORED:

1. **EQUIPMENT**

- a. A complete list of all equipment that bidder will provide to meet the specified needs of The Big Fresno Fair (all six (6) stages, performance areas, and lighting required areas (“a” through “f”).
- b. A complete list of major equipment valued over \$200 as supply for each stage, performance area, and lighting required area.
- c. Supply detailed documentation on how the proposed lighting equipment is integrated (configured) for each of the six areas (a through f). This would have been done by stating where the equipment is located and how the lighting instruments are controlled (or switched).
- d. Completed and signed Statement of Equipment Form (attached).
- e. The first page of the Technical Proposal must be a *signed* cover letter on the letterhead of the bidder company with the person’s name printed clearly above or below the signature line, dated and containing the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #24-002 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, the bidder’s proposal will be deemed non-responsive."

2. **PREVIOUS PERFORMANCE AND REFERENCES**

- a. Supply a list of past experience and previous facility set-ups (do **not** separate and count individually for each different performer/artist at the same facility) for the past two (2) years where large-scale lighting systems were used in a large outdoor festival-type venue.
- b. Supply at least two (2) letters of recommendation from the current CEO’s of different District Agricultural Associations (California Fairs), on their letterhead, and dated within the last year where the bidder has supplied lighting systems.
- c. Supply at least five (5) letters of recommendation from any past outdoor festival-type productions (could include additional California Fairs not listed above) that the bidder has provided services for in the last year.
- d. Supply names, addresses and telephone numbers of at least five (5) business-related references from banks, suppliers, vendors, or other businesses bidder has dealt with.

The Big Fresno Fair will be contacting all of the above references and recommending individuals to see if they positively confirm the bidder.

3. **PERSONNEL AND BIDDER'S QUALIFICATIONS/PHILOSOPHY**

- a. Include a written commentary explaining the overall qualifications of bidder's company and business philosophy, attitude, interest in project, and integrity. This might include excerpts from the company's personnel manual and applicable policies or statements related to the same. It hopefully will include the company's and staff's willingness to work with and cooperate with event staff, performers, and/or their representatives.
- b. Complete and sign an "Outstanding Judgment or Pending Litigation Form."
- c. Must be able to provide a certificate of insurance in the amount of \$2,000,000.00 general liability and workers compensation, showing the 21st District Agricultural Association/Big Fresno Fair as additional insured.

LIGHTING RFP #24-002

SCORE SHEET TO BE USED

(109 Total Points Possible)

1. EQUIPMENT

(50 points available)

- a. Is there a complete list of all equipment that bidder will provide to meet the specified needs of The Big Fresno Fair (all six (6) stages, performance areas, and lighting required areas (“a” through “f”)?
If all areas are complete, award **10 points**
If the list falls short of specified needs, award **0 points** _____
- b. Is there a complete list for major equipment valued over \$200 as supply for each stage, performance area, and lighting required area?
If all areas are complete, award **10 points**
If incomplete for all areas, award **2 points**
If No list is provided, award **0 points** _____
- c. Is there detail documentation on how the proposed lighting equipment is integrated (configured) for each of the six areas (a through f)? This would have been done by stating where the equipment is located and how the lighting instruments are controlled (or switched).
If all stages, all performance areas, and lighting required areas are complete, award **10 points**
If only for the Paul Paul Theater, award **6 points**
If only for the North and South Pavilion Stages, award **4 points**. No documentation for any stages, performance areas, and lighting required areas, award **0 points** _____
- d. Is the “Statement of Equipment” completed and signed?
If yes, and showing total ownership of all systems and equipment, award **10 points**
If yes, but showing subcontracting of some of the lighting systems and equipment, award **5 points**
If statement not signed, award **0 points** _____
- e. Is the first page of the Technical Proposal a *signed* cover letter on the letterhead of the bidder company with the person’s name printed clearly above or below the signature line, dated and containing the following statement verbatim:
"Submission of this proposal signifies that all terms, conditions, requirements, protest, procedures, performance measures and instructions concerning the award of the

RFP #24-002 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, the bidder agrees that if the submitted proposal is not in the format of the RFP, bidder's proposal will be deemed non-responsive.”
If yes, award **10 points**. If no, award **0 points**

TOTAL SCORE FOR EQUIPMENT:

2. PREVIOUS PERFORMANCE & REFERENCES

(40 points available)

- a. Is there a list of past experience and facility set-ups for the past two (2) years where large-scale lighting systems were used in a large outdoor festival-type venue?
If 20 or more venue locations, names and contact numbers for each event are listed, award **10 points**.
If 10 to 19 venue locations, names and contact numbers for each event are listed, award **6 points**.
If less than 10 venue locations, names and contact numbers for each event are listed, award **4 points**.
If no listing or past experience, award **0 points**
- b. Are there at least two (2) letters of recommendation from the current CEO's of different District Agricultural Associations (California Fairs), on their letterhead, and dated within the last year where the bidder has supplied lighting systems?
If yes, award **8 points**
If no, award **0 points**
- c. Are there five (5) letters of recommendation from any past outdoor festival-type productions (could include addition California Fairs not listed above) that the bidder has provided services for in the last year?
If yes, award **6 points**
If only three letters provided, award **3 points**
If no, award **0 points**

- d. Are there names, addresses and telephone numbers of at least five (5) business related references from banks, suppliers, other businesses bidder has dealt with?

If yes, award **6 points**

If no, award **0 points**

- e. When contacted, do all of the above references and recommendations positively confirm the bidder?

If yes, award **10 points**

In no, award **0 points**

TOTAL SCORE FOR PREVIOUS PERFORMANCE & REFERENCES:

3. PERSONNEL & BIDDER'S QUALIFICATION/PHILOSOPHY (19 points available)

- a. Is there written commentary explaining the overall qualifications of bidder's company and business philosophy, attitude, interest in project, and integrity?

If yes, award **9 points**

If no, award **0 points**

- b. Is there a completed and signed "Outstanding Judgment or Pending Litigation Form"? If yes, and there are no pending litigations whatsoever shown; award **10 points**

If yes, but there is one pending litigation involving someone other than a California DAA, or one of its Fairs;

award **5 points**. If yes, and it involves a California DAA or one of its Fairs; award **0 points**

If yes, and there are two or more pending litigations

Involving any organizations; also award **0 points**

**TOTAL SCORE FOR PERSONNEL & BIDDERS
QUALIFICATION/PHILOSOPHY:**

TOTAL COMBINED SCORE:

PART VI

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

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

1. Tier 1, "Technical Proposal"

Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at bottom, starting with the number 1; all pages should be 8 ½ x 11-inch paper; and all narrative portions of the proposal should be typed and double spaced.

The first page of the technical proposal must be a *signed* cover letter on the letterhead of the bidder and contain the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest, procedures, performance measures and instructions concerning the award of the RFP #24-002 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, the bidder agrees that if the submitted proposal is not in the format of the RFP, bidder's proposal will be deemed non-responsive."

The person's name must be printed clearly below the signature line, and then signed on the signature line and dated. If bidder fails to submit this document and it is not signed and dated, the proposal will be rejected as being non-responsive.

Section I

1. Cover letter as described above
2. Table of Contents
3. Three (3) completed, dated and signed “Bidder/Contractor Status Form;
4. Three (3) copies of the “OSBCR Small Business Certification Approval Letter”, if bidder is claiming the small business preference and has already received certification letter.
5. Bidder must supply current proof of general liability, automobile, and workers compensation insurance as described in Part II, Section I.
6. Bidder must provide all information/documentation requested in Part V, Section B (necessary to the scoring process).

Section II – Information to be provided by proposer

1. Complete attached “Financial Proposal Bid Form” which must be completed and signed by authorized representative. Place this form in a separate sealed envelope.
2. Attach client references with letters of recommendation, complete with name, address and telephone number.

PART VII
FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Bidder/Contractor Status Form, completed and signed.
- Technical Bid Form.
- Financial Proposal Bid Form, completed and signed.
- DVBE documentation as described in Part II, Section J of this document.
- Small Business Certification letter (if applicable).
- Completed and Signed “Outstanding Judgment or Pending Litigation Form”
- Completed and signed “Statement of Equipment Form”

B. DOCUMENTS TO BE COMPLETED BY DAA

- Notice of Proposed Award (After proposed award is determined)

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

- Standard Agreement
- General Terms and Conditions (GTC 04/2017)
- CFSA’s Insurance Requirements, Revised 2023

BIDDER/CONTRACTOR STATUS FORM
Page 1 of 2

Contractors Name _____ County _____
(full business name)

Address _____ Federal Employer ID# _____

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

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: _____

BIDDER/CONTRACTOR STATUS FORM

Page 2 of 2

All must answer:

Are you subject to Federal Backup Withholding? ___ Yes ___ No

Fictitious Name _____

If the 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 must submit OSDS's Small Business Certification Approval Letter; or if claiming the preference as a non-small business subcontracting with SB/MB(s), list the small business subcontractors. Also include the sub-contractor's certification or indicate if applications(s) are on file.

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, agency or court where pending and status of litigation or hearing:

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

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

(Print Name)

(Signature)

(Date)

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

TECHNICAL BID FORM

BIDDER'S NAME:

FAIR:

The undersigned declares under penalty under the laws of the State of California that the matters set forth in this "Technical Bid Form" and all attachments thereto and enclosures therewith, if any, are true.

The undersigned hereby bids and agrees to furnish all equipment, apparatus, labor, supplies, and other facilities and incidentals necessary and/or required to perform all work required for the above-named DAA in the manner and time prescribed in the RFP and such addenda thereto as may be issued prior to bid opening date (please complete acknowledgements of receipts below) and all other contract documents as defined in the Standard Agreement. Bidder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following:

Addenda No. _____
acknowledged

Bidder's initials _____ Received and

Addenda No. _____
acknowledged

Bidder's initials _____ Received and

Addenda No. _____
acknowledged

Bidder's initials _____ Received and

Each "Technical Bid Form" submitted shall include the items below:

1. All attachments appropriately numbered
2. Other

Name: _____

Date: _____

**OUTSTANDING JUDGMENT OR
PENDING LITIGATION FORM**

The purpose of this form is to determine if there are any legal and binding judgments against the Bidder (its company or any of its executive officers). If that judgment occurred from previous business dealings with one of California’s Agricultural Associations or State Fairs, the company and/or its officers would be deemed non-responsive and not suitable for future business dealings with a California Agricultural Association, as in the 21st District, The Big Fresno Fair.

In addition, it is important to The Big Fresno Fair that any pending litigation involving any of California’s Agricultural Associations, as well as other State of Civic entities, be disclosed as part of this RFP package. For the purpose of this Form, “Pending Litigation” shall be defined as any lawsuit that has not been decided or settled or is awaiting conclusion or confirmation.

By signing this “Outstanding Judgment or Pending Litigation Form”, the Bidder declares under penalty of perjury under the laws of the State of California that no civil, criminal or administrative litigation is currently pending against the Bidder’s company or officers, except where noted below:

Except with the information listed above, by signature on this Form the Bidder certifies that there are no outstanding judgments or pending litigation against the Bidder’s company or any of its executive officers.

Company Name

Signature, Title

Date

STATEMENT OF EQUIPMENT FORM

In Response to 21st District Agricultural Association

The Big Fresno Fair

RFP #24-002

I, _____ of _____
print name and title company name

make this statement:

(check one the following)

My / Our company owns all of the Lighting Equipment necessary at this time to properly respond to this RFP #24-002.

My / Our company has subcontracted some of the Lighting Equipment necessary at the time to properly respond to the RFP #24-002.

I have subcontracted with _____ of
print name and title

_____ for the following: (attached a list of all
company name

equipment valued over \$200, specifying by venue: common name, maker, and model).

Regardless of the above arrangement, I am willing to show proof of ownership (mine or the subcontractor's) of all Lighting Equipment needed to provide services for the RFP, if so requested.

signature

date

Please note: If there is more than one subcontract, supply a **Statement of Equipment Form** for each.

FINANCIAL PROPOSAL
BID FORM

LIGHTING CONTRACT RFP #24-002
A ONE-YEAR CONTRACT WITH FOUR ONE-YEAR OPTIONS

INFORMATION: Seeking proposals from interested and qualified parties for the purpose of providing lighting systems for Fair time for the Annual Fair on the entertainment stages for the 21st DAA, Big Fresno Fair, for one year (2024) with four, one-year options (2025 through 2028). The options are to be exercised independently and at the sole discretion of the DAA.

PROPOSAL: Total bid price to provide lighting services for the 21st DAA, Big Fresno Fair:

2024, 1 st YEAR CONTRACT:	\$ _____
2025, 2 ND YEAR CONTRACT OPTION	\$ _____
2026, 3 RD YEAR CONTRACT OPTION	\$ _____
2027, 4 TH YEAR CONTRACT OPTION	\$ _____
2028, 5 TH YEAR CONTRACT OPTION	\$ _____
TOTAL FIVE-YEAR BID:	\$ _____

(Low financial offer will be based on either the 1-year or 5-year total at the DAA's discretion.)

Are you claiming preference as a small business? Yes No

If yes, the bidder must submit OSMB'S Small Business Certification Approval Letter with the technical proposal package.

All bidders must fill in the following information and sign this form in order for the Financial Proposal Bid Form to be considered.

FIRM NAME

TELEPHONE NUMBER

ADDRESS

CITY/ZIP CODE

TAXPAYER IDENTIFICATION NUMBER

Bidder certifies to the DAA that bidder has thoroughly familiarized self with the DAA facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this proposal form, the bidder certifies that he/she has read and understood the RFP package including the information regarding bid protests. Further, the bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the DAA in any manner.

SIGNATURE, TITLE

DATE

“EXHIBIT A”

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

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

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

OR

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

OR

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

OR

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

I. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fair time Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

II. Participant Waivers

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

EXHIBIT "B"

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).)

‘EXHIBIT C’

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY

(Revision Date 9/03/09)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.**

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation – For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

‘EXHIBIT C’

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder’s firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State’s option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State’s option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder’s submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this

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solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

- FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.
- LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on highest score.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

Confirmed DVBE Participation of:	DVBE Incentive:	DVBE Incentive Points
5% or Over	5%	10 pts
4% to 4.99% inclusive	4%	8 pts
3% to 3.99% inclusive	3%	6 pts

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

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RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA)
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only – Database: www.cc.gov/

FOR:
Service-Disabled Veteran-owned
Business in California (Remember to
verify each DVBE's California certification).

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select
DVBE Local Contacts (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access
eProcurement Training Modules
Including: Small Business (SB)/DVBE
Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am – 5pm: (916) 375-4940
PD Receptionist, 8 am – 5 pm: (916) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBE's
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____	_____	_____
(Printed Name)	(Signature)	(Date Signed)
_____	_____	_____
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____	_____	_____
(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

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, 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, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

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)
- Nonprofit Veteran Service Agency (NWSA)
- 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, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small microbusinesses.

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, NWSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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, NWSA, and/or DVBE status

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.