



May 10, 2022

TO: PROSPECTIVE CONTRACTORS

SUBJECT: SPECIFICATIONS TO FURNISH MUNICIPAL SOLID WASTE
AGRICULTURAL AND ANIMAL WASTE REMOVAL
FOR A ONE YEAR PERIOD (2022)
WITH FOUR (4) ONE 1-YEAR OPTIONS (2023 - 2026)
IFB #22-008

The 21st District Agricultural Association, Big Fresno Fair, is requesting interested firms to submit bids for the removal of Municipal Solid Waste & Agricultural and Animal Waste for a one year period (2022) with four (4) 1-year Options (2023 - 2026). Bid specifications and instructions for submitting them are enclosed. Sealed bids will be received on or before June 9, 2022, 2 p.m.

Please review all instructions of the IFB and the DVBE requirements very carefully, as your bid will be deemed non-responsible and ineligible for award of contract if the forms are not filled out completely.

If you have any questions regarding these specifications, please contact me at (559) 650-3247.

Sincerely,

Lauri King
Deputy Manager II

LK:ce

Enclosures



1121 S. Chance Avenue, Fresno, California, 93702-3707
559 650-3247 • FAX 559 650-3226 • www.FresnoFair.com



MERRILL AWARD WINNER



**21ST DISTRICT AGRICULTURAL ASSOCIATION
BIG FRESNO FAIR
INVITATION FOR BID (IFB)**

IFB NUMBER #22-008

**SPECIFICATIONS TO FURNISH MUNICIPAL SOLID WASTE
AGRICULTURAL AND ANIMAL WASTE REMOVAL
FOR A ONE YEAR PERIOD (2022)
WITH FOUR (4) ONE 1-YEAR OPTIONS (2023 - 2026)**

Contact Person: Lauri King, Deputy Manager II

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

May 10, 2022

DEFINITIONS

BIDDER	The individual, company, organization, or business entity submitting the proposal in response to the IFB.
DAA	Refers to the District Agricultural Association which is a State agency of the State of California and is not a local agency of government.
F&E	Refers to the <i>Division of Fairs and Expositions</i> , Department of Food and Agriculture, which is a branch of the agency of State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:

2800 Gateway Oaks Dr., Room 257
Sacramento, CA 95833

Mailing Address:

1220 N Street
Sacramento, CA 95814

IFB Invitation for Bid

MUNICIPAL SOLID WASTE	Waste from homes, institutions, and commercial sources consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries.
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AGRICULTURAL AND ANIMAL WASTE	Waste generated by the production and harvest of crops or trees or the rearing of animals. Animal waste is a subset of agricultural waste and includes waste (e.g., feed waste, bedding and litter, and feedlot and paddock runoff) from livestock, dairy, and other animal-related agricultural and farming practices.
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TECHNICAL INFORMATION

A. BIDDER RESPONSIBILITY

Read the documents very carefully as the DAA shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations or correct detected errors in calculations.

B. PURPOSE

The Board of Directors of the 21st District Agricultural Association, in releasing this IFB, intends to award a contract to firms to furnish municipal solid waste & agricultural and animal waste removal for a one year period (2022) with four (4) one 1-year options (2023 – 2026) for the Big Fresno Fair.

C. TENTATIVE SCHEDULE

IFB Released	May 10, 2022
Bids due at DAA's administration office no later than 2 p.m.	June 9, 2022
Contract Award	June 28, 2022
Notice of proposed award posted and mailed	June 29 – July 8, 2022
Date award to be final if no protest received	July 9, 2022

D. DELIVERY OF BIDS AND CONTACT PERSON FOR INFORMATION

Pursuant to the law, no bids shall be considered which have not been received at the place, and prior to the closing time, stated in this IFB. Direct questions concerning the technical requirements of the IFB to:

Lauri King, Deputy Manager II
21st District Agricultural Association
The Big Fresno Fair, IFB #22-008
1121 S. Chance Avenue
Fresno, Ca. 93702
(559) 650-3247

E. INSTRUCTIONS TO BIDDERS

This section details **mandatory** format instructions to the bidder. **Please note** that all bids submitted must follow the instructions; all information must be presented in the manner requested; all questions must be answered; and all requested data must be supplied. If the following information (listed below) is not submitted with the *technical proposal*, your bid may be deemed non-responsive and may be rejected.

Each bid must be placed in a sealed envelope and clearly labeled, as stated in D above, in response to the IFB.

The following items and all forms must be submitted where applicable or mandatory.

- Three (3) copies of the “Bidder/Contractor Status Form”, which must be completed, dated, and signed (Mandatory).
- Three (3) copies of the “Financial Proposal Bid Form” which must be completed, dated, and signed, (Mandatory).
- Three (3) copies of the attached DVBE documentation forms, see section N of this document;
- Three copies of the Small Business Certification Letter if bidder is claiming the Small Business Preference and has already received “Certification Approval Letter”; or if application for the preference has been submitted to OSDS, a sheet of paper stating that the application has been submitted to OSDS and date submitted; or if claiming the preference as a non-small business subcontracting with certified SB/MB, a sheet of paper listing the small businesses committed to subcontract with for a commercially useful function in the performance of the contract. Include sub-contractor’s certification or indicate if application is on file with OSDS, mandatory, if bidder is claiming the 5% Small Business Preference.
- An insurance certificate to be submitted in accordance with CFSA Insurance Requirements and submitted to the Fair at the time the contract is signed, if applicable, unless it is on file with F & E and/or CFSA.
- Three (3) copies of licenses or any other certificates that are required, if applicable.

F. WORK STATEMENT AND TERMS AND CONDITIONS

The Work Statement describes the work to be performed by the bidder who is awarded this contract and the terms and conditions which shall be deemed to be incorporated and will become a part of any contract awarded pursuant to this IFB. The contract awarded pursuant to this IFB will also contain the Standard Contract Terms and Conditions and will be incorporated and made a part of the contract. All terms and conditions are fixed and non-negotiable.

1. Bids are being accepted for municipal solid waste & agricultural and animal waste removal for a one year period (2022) with four (4) one 1-year option (2023 – 2026) for the Big Fresno Fair. Contractor will be paid for services rendered upon satisfactory completion of contract.
2. The bid for compactors and roll-offs shall be based on a per pull plus tonnage basis. Everything other than compactors and roll-off bins, including agricultural and animal waste, shall be bid on a cubic yard basis for agricultural and animal waste removal for the Big Fresno Fair, Fair related events, and for interim events and paid upon billings.

Fair Dates:

October 5-16, 2022
October 4-15, 2023
October 2-14, 2024 (13 days)
October 1-13, 2025 (13 days)
October 7-18, 2026

GENERAL INFORMATION:

GARBAGE/MANURE/TRASH REMOVAL FROM FAIRGROUNDS FOR FAIR TIME AND DURING INTERIM EVENTS:

The contract shall cover the Fair, Interim and Fair-sponsored events including agricultural. The agricultural and animal waste removal is taken from the livestock area daily and put in three-yard bins. At Fair time, approximately 75 bins are used. Amount and type of equipment will vary depending on the size of the event. The Fair in October of each year is the largest event and will require the most equipment of any event held during any year.

The bid for compactors and roll-offs shall be based on a per pull plus tonnage basis. Everything other than compactors and roll-off bins, including agricultural and animal waste removal, shall be bid on a cubic yard basis for agricultural and animal waste removal for the Big Fresno Fair, Fair related events, and for interim events and will be paid upon billings. Without written consent of the State, this agreement is not assignable by contractor either in whole or part.

**ALL THE BELOW NAMED EQUIPMENT SHALL BE AS NAMED OR BETTER.
THE FEE PER COMPACTED YARD OF REFUSE SHALL BE THE ONLY FEE
CHARGED UNDER THIS AGREEMENT.**

1. Three (3), North Side NP1530 Portable Compactors, to be furnished by contractor, c/w with automatic 70% on container light notification of capacity; including: 1½ yard compactor (expandable to 2 yards) attached to 30 yard bin; side fork-arm lift mechanism; custom hopper to direct waste from carts into compactor; guide island (for bin to compactor connection); skid plates (to protect concrete from bin rollers); and compactors programmed to shut off at 80% full with manual override.
2. Twenty (20) 2-yard aluminum carts c/w pull handles and 6" wheels.
3. One Hundred Twenty Five (125) 3-yard front loader bins, side pocket loading with lids. (drop 50 at Livestock, 40 to Kings Canyon and 30 to Horse Barns)
4. One, 40 yard bins (for cardboard) Year Round
5. One, 30 yard bin (for scrap metal) Year Round
6. Two, 30 yard bin (for trash) Year Round
7. One, 30 yard bin (for green waste) Year Round
8. 2 open roll offs at triangle - Fair time
9. 1 open roll offs at Hanoians for Butler Amusements – Fair time
10. 2 open roll offs at Gate 10 – Fair time
11. Contractor to work under the direction of the Fair's Deputy Manager and Maintenance Department or their designee.
12. Each compactor and all equipment shall be in place for the term of this contract and shall be in place at least 25 days prior to the Fair.
13. The compactors shall be emptied as needed between the hours of 12 midnight and 6 a.m. for Fair time and between 7 a.m. and 3 p.m. for non-Fair time.
14. All equipment must be maintained in a timely, safe, and usable manner; all equipment used must be painted, labeled with contractor's name, kept clean and odor free during contract period.

15. During interim events, the compactors shall be emptied as needed. The Fair shall be responsible to notify the contractor when the compactors are ready to empty.
16. The Fresno Fair has a recycling program in which the contractor will be required to participate. Any suggestions or additional recycling methods will be studied and will be considered when awarding the contract.
17. The Fair currently uses an enclosed roll-off for recycled materials. 20 three yard recycle bins, 60 food bins – 64 Carts for Food Waste.
18. The thirty-yard bins shall be located in more than one area. The Fair will determine the areas and may change from time to time. The contractor will place the bins as instructed and shall empty full bins in a timely manner.
19. At Fair time, at least two, 30-yard bins will be in the carnival area. There may be a need for something to handle cardboard in the carnival area also; it might be desirable to be able to compact the cardboard in this area. Suggestions as to methods to do this will be considered. Just before and during the Fair, a large amount of cardboard will need to be disposed of. Suggestions as to methods of disposal will be considered. If this can be done at a profit, it would be desirable.
20. Contractor shall provide all equipment and labor for the removal of garbage, manure, and trash from the fairgrounds during Fair time and throughout the year; and contractor shall furnish all fuel.
21. Contractor will furnish the Fair a rotator forklift from September 20th - October.15th.
22. It is contractor's responsibility to review all compactor locations and note existing utilities. Contractor will be responsible for all costs, labor and material for any changes to adapt existing equipment or to provide new utilities for contractor's equipment.
23. It is the sole responsibility of the contractor to have and present to the Fair current licenses for all phases of this contract and to notify the Fresno Fair if any licenses have been revoked or expired before the contract expires.
24. Contractor to comply/adhere to all city, county, state and federal rules, regulations and permits.
25. It is the sole responsibility of contractor to dispose of all waste in an appropriate and legal manner and in a licensed landfill and/or recycling facility, licensed for all waste material being dumped; responsible to

handle, transport and disposal of all waste material generated by the 21st District Agricultural Association, Big Fresno Fair, and to find the Big Fresno Fair not at fault, in all circumstances, in the storage removal, transportation or disposal of waste material herein stated.

26. Contractor will provide weight certificates with billings.

AGRICULTURAL AND ANIMAL WASTE REMOVAL FROM HORSE BARNES AND LIVESTOCK AREA:

1. Agricultural and animal waste removal shall also be removed from the livestock area during changeover periods. All agricultural and animal waste removal shall be removed from the premises no later than 5 a.m. on changeover date and finished by 5 a.m. the next day. Changeover is the first Sunday of the Fair.
2. The final cleanup of the livestock area shall be completed no later than 11:00 p.m. on closing day of the Annual Fair. Final cleanup of livestock shall be within 48 hours. Agricultural and animal waste removal will be placed in areas, aisles, walkways, etc., to enable contractor to remove same mechanically and placed in truck for removal from fairgrounds.
3. Contractor shall provide all equipment and labor to remove agricultural and animal waste removal on a timely basis.
4. Contractor shall provide, at his own expense, a location to dispose of all agricultural and animal waste removal and be in compliance with all laws, ordinances, statutes and codes and be a current holder of any and all licenses required to transport and dispose of all materials as required in this contract.
5. Once agricultural and animal waste removal has been loaded onto Contractor's equipment for transportation, it becomes the sole property of the contractor.
6. All truckloads leaving the fairgrounds must be compacted to the satisfaction of Fair Management and covered to comply with law.
7. Contractor shall furnish all fuel for loaders and trucks.

G. CONTRACT AWARD

The contract must be awarded to the **lowest, responsible** bidder or all bids must be rejected. The DAA reserves the right to accept any or all of the lowest bid per item requested unless the bidder stipulates that their response is an "all or nothing" offer. If the lowest responsive bidder does not have the necessary quantity, the 21st DAA may also award up to their specified needs in accordance to low bid (if applicable).

Upon selection of a proposed bidder, a Notice of Award will be posted in public view, for five (5) working days at the DAA's Administration Office. In addition, a copy of the Notice of Award will be mailed to each bidder.

H. BREAKING TIES

In the event there is a tie, the tie will be broken by a toss of a coin by a 21st DAA designee in the presence of authorized representatives of the tied bidders.

I. GROUNDS FOR REJECTION

1. A bid **shall** be rejected if:
 - It is received at any time after the exact time and date set for receipt of bids as stated in Paragraph C.
 - It is not prepared in accordance with the required format or information is not submitted in the format required by this IFB.
 - The firm has submitted multiple bids in response to this IFB without formally withdrawing other bids.
2. A bid **may** be rejected if:
 - It contains false or misleading statements for references which do not support an attribute or conditions contended by the competitor. (The bid **shall** be rejected if, in the opinion of the 21st DAA, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the bid and the attribute, condition or capability of requirement of this IFB).
 - It is unsigned.
3. All bids **may** be rejected in any case where it is determined that:
 - The bids are not really competitive
 - Where the cost is not reasonable, or
 - If it is deemed to be in the best interest of the State.
4. All bids **may** be rejected if the 21st DAA determines, at its sole discretion, that any other reason exists to reject the bid.

J. RIGHT TO REJECT ANY OR ALL BIDS

It is the policy of the DAA not to solicit bids unless there is a bona fide intention to award a contract. In the rare case where solicitation for informational and planning purposes is intended, the document will so indicate. However, without limitation by reason of the foregoing explanation, the 21st DAA reserves the right to reject any or all bids or to cancel the IFB at any time during process.

K. 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) described in paragraph G.
- (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 District violated a law or regulation; or
 - (b) The District 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 for the District to consider a protest if:

- (1) The District 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:

- (1) A protest must be initiated by filing the Notice of Protest in writing with the District's Administration Office by 4:00 PM not later than five calendar days after the posting of the Notice of Intent to Award.

The written Notice of Protest must be physically delivered to the District's Administration Office in hard copy. Emailed protests and fax protests are not acceptable and will not be considered. The failure to timely file a protest shall constitute an irrevocable waiver of the Bidder or Proposer's right to protest.

- (2) The Notice of Protest must include the name, address, and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The Notice of Protest may, but is not required to, contain the information described in Paragraph (3) below.
- (3) After filing an Initial Protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if, the Notice of Protest did not contain the complete grounds for the protest. The detailed written statement must be physically delivered in writing to the District's Administration Office by 4:00 PM not later than five calendar days after the Notice of Protest is filed. Emailed and/or faxed detailed written statements are not acceptable and will not be considered. The detailed written statement must contain a complete statement of any and all grounds for the protest, including, without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. The detailed written protest must refer to the specific portions of all documents which form the basis of the protest.
- (4) Any protest not conforming to Paragraphs c. (1) through (3), inclusive, shall be rejected by the District as invalid. The procedures and time limits set forth in Paragraph 2.c. are mandatory and are the protestant's sole and exclusive remedy in the event of any protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or judicial or other legal proceedings.
- (5) During the pendency of a valid protest, the contract may not be awarded until the protest is withdrawn or the District has rendered a decision.
- (6) The CEO of the District shall determine if the protest is in conformance with Paragraphs 2.c. (1) through (3), inclusive. Further, the CEO may attempt to informally resolve protests to the satisfaction of all parties before proceeding with the protest.

In the event informal efforts to resolve the protest are not successful, the CEO, after determining that the protest is based on permissible grounds and filed in strict conformity

with the procedural requirements, shall appoint a hearing officer. The hearing officer may request additional information and specify a time limit for submission of the information. The hearing officer shall determine the matter on all written submissions and submit a recommended written decision to the Board within thirty days of the final submission of evidence and legal authorities.

- (7) The District Board will render a final determination and disposition of a protest by taking action to adopt, modify, or reject the hearing officer's recommended written decision. Action by the Board relative to a protest shall be final and not subject to appeal or consideration.

L. SMALL BUSINESS PREFERENCE

State law allows certified small business (SB) and micro-business (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 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.

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 Third Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

M. INSURANCE (APPLICABLE)

The bidder awarded the contract shall provide a Certificate of Insurance including an amount of \$2,000,000 in general liability coverage for contracts of a hazardous nature and/or \$1,000,000 for other contracts for which liability insurance is required, automobile liability insurance required if used on-grounds, insurance per occurrence for bodily injury and property damage liability combined prior to the time of entering into a contract to be let pursuant to this IFB. Workers Compensation Insurance Coverage and proof of coverage is required. The certificate must include:

- 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/Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

N. 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.

DVBE Incentive Only

The Fair elects to include DVBE Incentive for this solicitation but waives the program requirement.

Bidders must complete and return the attached:
**Bidder Declaration, GSPS-05-105 (08/09) and
DVBE Declarations - STD 843 (5/06) as applicable.**

The enclosed DVBE Attachments are made part of this IFB. Bidders must complete and return the attached **Bidder Declaration, GSPS-05-105 (08/09) and DVBE Declarations - STD 843 (5/06) as applicable.** See also attached **Exhibit "C" California Disabled Veterans Business Enterprise Requirements** for information on how to comply.

FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Bidder/Contractor Status Form, completed and signed (mandatory).
- Financial Proposal Bid Form, completed and signed (mandatory).
- Applicable DVBE documentation as described in section N of this document. (Exhibit “C”)
- Technical Bid Form

B. DOCUMENTS TO BE COMPLETED BY DAA

- Notice of Proposed Award, after proposed awardee is determined.

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

- Std. 210 (short form) or Std. 213 (standard agreement)
- General Terms and Conditions (GTC 04/2017) (Exhibit “A”)
- CFSA Insurance Requirements (revised January, 2022) (Exhibit “B”)

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 Fair in the manner and time prescribed in the IFB 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. _____ and acknowledged	Bidder's initials _____ Received
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Addenda No. _____ and acknowledged	Bidder's initials _____ Received
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Addenda No. _____ and acknowledged	Bidder's initials _____ Received
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Each "Technical Bid Form" submitted shall include the items below:

1. All attachments appropriately numbered
2. Other

BIDDER/CONTRACTOR STATUS FORM
Page 1 of 2

Contractor's Name _____ County _____
(Full business name)

Address _____ Federal ID# _____

City/State _____ 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 contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference:

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

If yes, the bidder 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 IFB process.

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

(Print Name)

(Date)

(Signature)

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

FINANCIAL PROPOSAL BID FORM
(Page 1 of 2)

PURPOSE: Bids are being accepted for the removal of municipal solid waste & agricultural and animal waste removal from the grounds of the 21st District Agricultural Association, Big Fresno Fair, for various events throughout the year and for Fair time for a one year period (2022) with four (4) one 1-year options (2023 - 2026). The amount and type of equipment will vary depending on the size of event. The Big Fresno Fair in October of each year is the largest event.

SPECIFICATIONS: Remove municipal solid waste & agricultural and animal waste from the grounds of the 21st District Agricultural Association, Big Fresno Fair, and will cover all events presented on said premises will include the horse barns and livestock facility.

MAINTENANCE: Contractor shall provide, maintain and repair said equipment for removal of municipal solid waste & agricultural and animal waste removal from the grounds of the Big Fresno Fair.

COMPANY NAME: _____

BID PRICE FOR ONE-YEAR PERIOD 2022	BID \$ _____	Per pull plus tonnage basis for hauling and disposal of compactors for a one-year period;
	BID \$ _____	Per pull plus tonnage basis for hauling and disposal of roll-off bins for a one-year period;
	BID \$ _____	Per cubic yard for agricultural and animal waste removal
	BID \$ _____	(3-yard bin) for a one-year period;
	BID \$ _____	For 2-yard carts (20 required) rental (if applicable) for a one-year period;
	BID \$ _____	for compactor rental (if applicable) for one-year period.
BID PRICE FOR OPTION YEAR 2023	BID \$ _____	Per pull plus tonnage basis for hauling and disposal of compactors for a two-year period;
	BID \$ _____	Per pull plus tonnage for hauling and disposal of roll-off bins for a two-year period;
	BID \$ _____	Per cubic yard for agricultural and animal waste removal
	BID \$ _____	(3-yard bin) for a two-year period;
	BID \$ _____	For 2-yard carts (20 required) rental (if applicable) for a two-year period;
	BID \$ _____	for compactor rental (if applicable) for a two-year period.

BID PRICE FOR OPTION YEAR 2024	BID \$_____	Per pull plus tonnage basis for hauling and disposal of compactors for a one-year period;
	BID \$_____	Per pull plus tonnage basis for hauling and disposal of roll-off bins for a one-year period;
	BID \$_____	Per cubic yard for agricultural and animal waste removal
	BID \$_____	(3-yard bin) for a one-year period;
	BID \$_____	For 2-yard carts (20 required) rental (if applicable) for a one-year period;
		for compactor rental (if applicable) for one-year period.

BID PRICE FOR OPTION YEAR 2025	BID \$_____	Per pull plus tonnage basis for hauling and disposal of compactors for a two-year period;
	BID \$_____	Per pull plus tonnage for hauling and disposal of roll-off bins for a two-year period;
	BID \$_____	Per cubic yard for agricultural and animal waste removal
	BID \$_____	(3-yard bin) for a two-year period;
	BID \$_____	For 2-yard carts (20 required) rental (if applicable) for a two-year period;
		for compactor rental (if applicable) for a two-year period.

BID PRICE FOR OPTION YEAR 2026	BID \$_____	Per pull plus tonnage basis for hauling and disposal of compactors for a one-year period;
	BID \$_____	Per pull plus tonnage basis for hauling and disposal of roll-off bins for a one-year period;
	BID \$_____	Per cubic yard for agricultural and animal waste removal
	BID \$_____	(3-yard bin) for a one-year period;
	BID \$_____	For 2-yard carts (20 required) rental (if applicable) for a one-year period;
		for compactor rental (if applicable) for one-year period.

This bid shall include, but not limited to, all charges involved to complete the purpose of this invitation for bid, such as freight, delivery, installation and sales tax.

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.

FINANCIAL PROPOSAL BID FORM
(Page 2 of 2)

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

FEDERAL 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 IFB package including the information regarding bid protests. Further, 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

EXHIBIT "A"

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.

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.

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 "B"

INSURANCE REQUIREMENTS

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, 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, enduro, 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; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve

'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.

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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

‘EXHIBIT C’

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)

FOR:

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

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

FOR:

List of potential DVBE subcontractors

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

FOR:

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

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

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

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.

'EXHIBIT C'

- 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)

Page ____ of ____

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 (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

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

Bidders certified as MB, SB, NVSA, 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, NVSA, 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, NVSA, 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.