

**ADDENDUM NO. 1**

TO

22<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION (22<sup>nd</sup> DAA)  
INVITATION FOR BID (IFB) No. 23-001

Temporary Fencing Installation and Rental Services  
November 4, 2022

The purpose of this Addendum is to provide responses to questions received prior to the deadline for requests for additional information and to make revisions to the IFB package. The summary of questions and answers and revised IFB package are attached. All revisions in the IFB package are highlighted in yellow. Please also note that the due date for bids has been extended to November 17, 2022.

IFB No. 23-001 is hereby modified to include a revised IFB package and summary of the requests for additional information and 22<sup>nd</sup> DAA responses; all other terms and conditions remain unchanged. You should furnish copies of this Addendum to any prospective subcontractors and in some cases, to your insurance representative. **You must acknowledge Addendum No. 1 by signing below and including this document in your bid package. You must acknowledge all addenda for your bid to be considered responsive.**

Bidder certifies to the 22<sup>nd</sup> DAA that Bidder has thoroughly familiarized him/herself with the terms and conditions of this IFB and any addenda, and accepts all reasonable disclosed risks in submitting this bid that a prudent review of the IFB would have revealed. **Important: It is the Bidder's responsibility to ascertain and confirm they have received all addenda issued to this IFB before submitting a bid. The Bidder must acknowledge their receipt of all Addenda in the space provided below. Your failure to acknowledge all Addenda will result in your bid being found non-responsive.**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

Thank you in advance for your participation. Should you have any questions regarding this addendum, you may contact me by e-mail at [RFP@sdfair.com](mailto:RFP@sdfair.com).

Sincerely,

Chris Wong – Contracts and Purchasing Analyst  
22<sup>nd</sup> DAA / Del Mar Fairgrounds  
State of California

**22nd DISTRICT AGRICULTURAL ASSOCIATION (22nd DAA)**  
**RESPONSES TO PROPOSERS' REQUESTS FOR ADDITIONAL INFORMATION**

**Temporary Fencing Installation and Rental Services**  
**IFB No. 23-001**

- 1) What is the delivery zip code (and full address if possible) to ensure we can provide service?

**22<sup>nd</sup> DAA Response: 2260 Jimmy Durante Blvd. Del Mar, CA 92014**

- 2) Do you need temporary fence or more permanent, post-driven fence?

**22<sup>nd</sup> DAA Response: Please refer to IFB 23-001 Exhibit A, Statement/Scope of Work**

- 3) How much (Linear Feet) fencing do you need?

**22<sup>nd</sup> DAA Response: Please refer to IFB 23-001 Exhibit A, Statement/Scope of Work**

- 4) Do you need any 4'x8' Barricades (if so, how much)?

**22<sup>nd</sup> DAA Response: Please refer to IFB 23-001 Exhibit A, Statement/Scope of Work**

- 5) How long will the fence be needed?

**22<sup>nd</sup> DAA Response: Please refer to IFB 23-001 Exhibit A, Statement/Scope of Work**

- 6) Will you need any gates (if so, how many and what size)?

**22<sup>nd</sup> DAA Response: Please refer to IFB 23-001 Exhibit A, Statement/Scope of Work**

- 7) Is this a Prevailing Wage job (if unsure, then likely not)?

**22<sup>nd</sup> DAA Response: No**

- 8) Have you ordered from us before? If so, may I please get the billing address or account number.

**22<sup>nd</sup> DAA Response: This information is not available**

- 9) I notice that on page it has the term 2023/2024, 2025/2026, and 2027/2028. It is missing 2024/2025, and 2026/2027. Unless you are bundling the first two year and the next two years. But then your total on page 31 (2 of 4) makes no sense. It will only count year 1, 3, and 5.

**22<sup>nd</sup> DAA Response: As stated on page 3 of the IFB, Section C. Contract Term, the initial contract term is anticipated to be May 12, 2023 through July 13, 2024 with the possibility of two two-year options to renew.**

**The Financial Bid Form is broken down to account for these timeframes, as follows: Table A includes the needs for the initial contract term, which will include the fairs for years 2023 and 2024. Table B includes the needs for the term for the first two-year option, which is anticipated to be from July 14, 2024 through July 13, 2026, and**

**covers the fairs for years 2025 and 2026. Table C includes the needs for the term for the second two-year option, which is anticipated to be from July 14, 2026 through July 13, 2028, and covers the fairs for years 2027 and 2028.**

**The number of weeks listed in the Duration column account for the total time each rental item is needed over the course of the two fairs included in each term. For example, a duration of 14 weeks for a chain link fence rental in the initial term means the District will need this item for 7 weeks during the 2023 fair and 7 weeks during the 2024 fair.**

**Each section total (A Total, B Total, C Total) should account for the two fairs referenced in that section and therefore the Grand Total should account for all five years of the contract and option years.**

- 10) Do copies of the licenses/permits mentioned on pg 59 Section 8 need to be submitted with the bid package or only upon award?

**22<sup>nd</sup> DAA Response: These will be requested upon award.**

- 11) Please confirm if a partial bid response will be accepted if certain equipment cannot be provided.

**22<sup>nd</sup> DAA Response: All items listed are required. The Financial Bid Form has been revised to clarify that partial bids will not be accepted.**

- 12) Can you please confirm that page 63 section 3a general liability and page 66 only applies to the vendors providing those specific items/events and that doesn't apply to the fencing around those items/events?

**22<sup>nd</sup> DAA Response: Commercial General Liability coverage required for this contract is \$1,000,000 per occurrence. Hazardous participant events referenced on page 66 only applies to the vendors providing those specific items/events and that does not apply to the fencing around those items/events.**

- 13) Does this contract classify as public works and is it subject to prevailing wage?

**22<sup>nd</sup> DAA Response: No**

- 14) The financial bid form notes specific lengths/heights for fencing/gates. If these exact measurements cannot be provided but comparable options can be provided to equal the same amount of linear feet would that be acceptable?

**22<sup>nd</sup> DAA Response: Yes**

- 15) Please define the expectations for heavy mesh

**22<sup>nd</sup> DAA Response: Please refer to IFB 23-001 Exhibit A, h. b.**

- 16) Can we please request that the following sentence: *"Notwithstanding the foregoing, [vendor name redacted] indemnity obligations shall not exceed [vendor name redacted] proportional extent of cause."* gets added to the end of the indemnification section 2 on page 58.

**22<sup>nd</sup> DAA Response: State indemnification requirements are not modifiable.**

- 17) Please note in regards to page 66 section 4, a COI and certified letter can be provided but not a copy of the whole policy. Please confirm if this is acceptable.

**22<sup>nd</sup> DAA Response: The COI will suffice. However, District reserves the right to request a copy of entire policy if deemed necessary**

- 18) Would our 12' panels work/qualify? Our 6' high panels are 12'- we'd like to use those for all gates- must do 14' ones.

**22<sup>nd</sup> DAA Response: All height and length requirements are specified in the Scope of Work and Financial Bid Form.**

- 19) Rolling gates- Are these are sliding gates where the panel slides into the connecting panel itself- you see this many times as an electric opening gate. For this function, the connecting panel has a track for the wheels to slide on in the middle of the panel.

**22<sup>nd</sup> DAA Response: The Scope of Work and Financial Bid Form have been revised to update all rolling gates to swing gates.**

- 20) Are we to assume that all locations, except the paddock and grandstands to be supported with line driven posts?

**22<sup>nd</sup> DAA Response: No. The Scope of Work has been revised to clarify that there shall be no drilling of posts into the ground. All fencing panels will need to be supported by appropriate counterweight. Sandbags are not an acceptable counterweight. Use of concrete block or equivalent required.**

- 21) For posts, what ground type are we line driving those posts into?
- a. Dirt - No core drilling is needed
  - b. Asphalt- Core drilling is required. Are there existing holes or do we need to core drill again?
  - c. Are we expected to patch/fill post holes upon removal?
  - d. Any drilling into concrete?

**22<sup>nd</sup> DAA Response: See response to question 20.**

- 22) With the same statement "Fencing typically 12' to 14' panels to reduce the need to dig holes"

- a. Are sand bags approved as weights for support?

**22<sup>nd</sup> DAA Response: See response to question 20.**

- b. Will the 22<sup>nd</sup> DDA take our support recommendations?

**22<sup>nd</sup> DAA Response: So long as the recommendations meet the requirements outlined in this IFB.**



October 17, 2022

**Invitation for Bid**

**IFB No. 23-001**

**Notice to Prospective Bidders**

Prospective bidders are invited to review and respond to the attached Invitation for Bid (IFB) No. 23-001 entitled, Temporary Fencing Installation and Rental Services for the 22<sup>nd</sup> District Agricultural Association (22<sup>nd</sup> DAA/District/State). When preparing and submitting a bid, compliance with the instructions found in this IFB is imperative.

All contracts entered into with the 22<sup>nd</sup> DAA will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at this Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If any prospective bidder lacks Internet access, a hard copy of these items may be obtained by contacting the individual identified below.

If a discrepancy occurs between the information in the advertisement and the information in the attached IFB, the information in the attached IFB shall control.

Inquiries regarding the processing of this IFB should be referred to the Contracts Department at [rfp@sdfair.com](mailto:rfp@sdfair.com). Please note that no verbal information given will be binding upon the 22<sup>nd</sup> DAA unless such information is issued in writing as an official addendum to this IFB.

Thank you for your interest in the 22<sup>nd</sup> DAA's service needs.

Sincerely,

Chris Wong, Contracts and Purchasing Analyst

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### BID SUBMITTAL CHECKLIST

A complete Bid Package will consist of one (1) original bid package with original signatures of each item identified below. Place a check mark or "X" in the box corresponding to each item that you are submitting to the 22<sup>nd</sup> DAA. For your bid to be responsive, all required attachments must be returned. This checklist is for reference only, bidders must comply with all requirements of this solicitation. This checklist should also be returned with your bid package.

Attachment		Attachment Name/Description	Confirmed by 22nd DAA
<input type="checkbox"/> Yes <input type="checkbox"/> No	1	Bidder/Contractor Status Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2	Certification re GC 1090 Disclosure Interest Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3	Financial Bid Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4	Bidder References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	5	Payee Data Record (STD 204) Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	6	Contractor Certification Clauses (CCC-04/2017). Page 1 must be signed and submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7	California Disabled Veteran Business Enterprise (DVBE) Program Requirement and DVBE Declarations (STD. 843)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	8	Bidder Declaration (GSPD-05-105)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	9	Darfur Contracting Act	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10	*Small Business Preference – If you are a certified Small Business (SB), include a copy of your SB certification <a href="https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise">https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	11	*Non Small Business Preference - If your company is a non-SB claiming 25% California certified SB subcontractor participation, include copy(ies) of each subcontractor's SB certification <a href="https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise">https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12	**Insurance certificate <u>Bidder provides copy(ies)</u> – No form attached Please label this attachment "Attachment [Insert Attachment #]: Insurance Certificate" with bid submission.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	13	Commercially Useful Functions Compliance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	14	**If required by law, Bidder must be on file and in good standing with the California Secretary of State. Provide a printout from the Secretary of State website or a copy of a Certificate of Good Standing	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

\*Indicate N/A if not applicable.

\*\*These documents are not required with the bid package but are required within ten (10) days of request or contract award.



## A. Purpose and Description of Services

The District is soliciting bids from firms that are able to provide Temporary Fencing Installation and Rental Services. Bidders must have the capabilities and qualifications to perform all of the services described in the IFB section entitled, "Scope of Work".

The District, in administering the Del Mar Fairgrounds, is seeking a company to provide Temporary Fencing Installation and Rental Services, in high quality or "like new" condition during the annual San Diego County Fair ("Fair") throughout the term of the contract.

Under the resulting contract, temporary fencing will be created in a way that secures areas/boundaries with newer fencing materials to maintain public safety and aesthetic values as the San Diego County Fair attracts approximately 1.5 million visitors annually. Bidders shall be deemed fully notified and knowledgeable of the importance of these services to the District. Not only is the recreational and economical value of this San Diego County Fair significant to Southern California, the public health and safety is also of primary concern.

The District intends to award a single contract for this solicitation to the most responsive and responsible firm/individual offering the lowest bid. This solicitation is open to all eligible firms and/or individuals that meet the qualification requirements.

The 22<sup>nd</sup> DAA may, at its sole and absolute discretion, reject any or all bids, or parts thereof, or reject any item or items herein, and waive any irregularities or technicalities. The 22<sup>nd</sup> DAA may re-advertise this IFB; postpone or cancel it, at any time, during IFB process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this IFB, shall be at the sole and absolute discretion of the 22<sup>nd</sup> DAA. The 22<sup>nd</sup> DAA reserves the right to award one or more contracts, or a part of a contract, on the bids submitted, either by award of all or some items to one Bidder, or by award of separate items or group of items to various Bidders, or to make an award without the consideration of option or renewal years, as the interests of the 22<sup>nd</sup> DAA may require.

## B. Time Schedule

Below is the tentative time schedule for this solicitation. The 22<sup>nd</sup> DAA reserves the right to amend the time schedule based on the 22<sup>nd</sup> DAA's needs.

IFB Available to Prospective Bidders On	October 17, 2022
Voluntary Site Tour will be held on	October 25, 2022 at 2:30 pm PST
Requests for Additional Information are due	October 28, 2022 4:00 pm PST
<b>Bids Must be Received By</b>	<b><del>November 10, 2022</del> November 17, 2022 11:00am PST</b>
Bid Opening will be Held on	November 14, 2022 11:00am PST
Notice of Award will be posted by	November 15, 2022
Proposed Contract submitted to the 22 <sup>nd</sup> DAA Board of Directors for approval (if applicable)	April 12, 2023
Anticipated Start Date of Contract is	May 12, 2023

### **C. Contract Term**

The anticipated term of the resulting contract is expected to be (14) Fourteen months and is anticipated to be effective from May 12, 2023 through July 13, 2024 with the possibility of (2) Two two-year options to renew, at the sole and absolute discretion of the 22<sup>nd</sup> DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22<sup>nd</sup> DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract. The contract term may change if the 22<sup>nd</sup> DAA makes an award earlier than expected or if the 22<sup>nd</sup> DAA cannot execute the contract in a timely manner due to unforeseen delays.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the 22<sup>nd</sup> DAA Board of Directors at a public meeting (if required). The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been voluntary and the Contractor may pursue a claim for payment by filing with the Department of General Services (DGS) Government Claims Program.

Per Public Contract Code 10335, the 22<sup>nd</sup> DAA reserves the right to amend the contract after the 22<sup>nd</sup> DAA makes a contract award.

### **D. Bidder's Responsibility**

Read the IFB very carefully, as the 22<sup>nd</sup> DAA shall not be responsible for errors and omissions on the part of the Bidder. (Carefully review your final submittal)

In submitting this bid, the Bidder agrees that:

- A. The Bidder has carefully examined the specifications, and all provisions relating to the items to be furnished or the work to be done, and understands the meaning, intent and requirements of, and agrees to the same; and
- B. The Bidder is capable of performing the type and quality of work identified in the IFB to achieve the 22<sup>nd</sup> DAA's objectives; and
- C. The Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified and in strict conformity with the specifications shown herein, for the prices quoted.

### **E. Written Requests for Additional Information**

In the opinion of the 22<sup>nd</sup> DAA, this IFB is complete and without need of explanation. However, if a Bidder has questions, or requires any clarifying or additional information, the Bidder must submit in writing any and all questions or requests for information. Requests must be clearly labeled, "Written Request for Information re IFB No 23-001." All requests must provide sufficient information for the 22<sup>nd</sup> DAA to decide whether to provide any additional or clarifying information based upon the initial submittals. The 22<sup>nd</sup> DAA's response, if any, will be based upon this information and will be publicly disseminated. The 22<sup>nd</sup> DAA will deny written requests for information that contain inadequate information. Responses to questions will be released as a Question and Answer Summary via addendum to the IFB.

The effect of all addenda to the IFB shall be considered in each Bidder's bid, and the addenda shall be made a part of Bidder's bid, and shall be returned with Bidder's bid or acknowledgment of addenda.

**Important:** Before submitting a bid in response to this IFB, all Bidders should inquire from the Contact Person identified on the cover page of this IFB whether any addenda have been issued. It is the Bidder's responsibility to ascertain and confirm it has received all addenda to this IFB before submitting a Bid. Failure to recognize the effect of issued addenda in any Bid will render the Bid non-responsive and result in its rejection.

If an addendum is issued, it will be accompanied by an Addendum Letter. Bidders must provide the 22<sup>nd</sup> DAA with written acknowledgment of receipt of each addendum on the Addendum Letter in the space provided.

### 1. What to Include in an Inquiry

- a. Inquirer's name, name of firm submitting the inquiry, mailing address, e-mail address, area code and telephone number.
- b. A description of the subject or issue in question or discrepancy found.
- c. IFB section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

### 2. How to Submit Questions

Written requests for information may be submitted by facsimile, mail, courier and **preferably by email to [rfp@sdfair.com](mailto:rfp@sdfair.com)**. The identity of the Bidder submitting the written request(s) for information will not be revealed.

### 3. Question Deadline

Submit written questions and inquiries no later than 4:00 p.m. PST on October 28, 2022.

## F. Voluntary Site Tour

The 22<sup>nd</sup> DAA will conduct a voluntary Site Tour on October 25, 2022 beginning at 2:30pm PST at the following location:

2260 Jimmy Durante Blvd.  
Del Mar, CA 92014  
Administration Building

Though attendance is not mandatory, prospective bidders that intend to submit a bid are highly encouraged to attend this Voluntary Site Tour. It shall be each prospective Bidder's responsibility to attend the Site Tour promptly at 2:30pm PST. The 22<sup>nd</sup> DAA reserves the right not to repeat information for participants that join the conference after it has begun. The Voluntary Site Tour is a public event or meeting and anyone may attend.

Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on the 22<sup>nd</sup> DAA unless later confirmed in writing as an addendum to this IFB.

Prospective bidders should carefully review this IFB before the site tour date to become familiar with the qualification requirements, scope of work and bid content requirements. Prospective Bidders are encouraged to have their copy of this IFB available for viewing during the site tour.

Shortly after the conference, the 22<sup>nd</sup> DAA will summarize all questions and issues raised and post an Addendum on the 22<sup>nd</sup> DAA's website at the following internet address:  
<https://delmarfairgrounds.com/about-us/public-information/#bids>.

Bidders are responsible for their costs to attend/participate in the conference. Those costs cannot be charged the 22<sup>nd</sup> DAA or included in any cost element of the Bidder's price offering.

## **G. Scope of Work**

See Exhibit A entitled, "Scope of Work" that is included in the Sample Standard Agreement Section of this IFB (Section Q). Exhibit A contains a detailed description of the services and work to be performed as a result of this solicitation.

## **H. Bidder Minimum Qualification Requirements**

Failure to meet the following requirements by the bid due date will be grounds for the 22<sup>nd</sup> DAA to deem the bid non-responsive. In submitting a bid, each Bidder must provide proof that it possesses the following qualification requirements:

- A. Bidders must demonstrate the ability to meet the insurance requirements described in this IFB. Proof of ability must be included in your bid, as outlined in Section N.1.a.
- B. A list of **at least five (5) commercial clients** with whom business of a relevant/similar nature has been conducted in the past three (3) years, including company and contact name, address, phone number, dates of contract, and description of service. Experience is relevant if it falls within a category in the Scope of Work, found in Section Q. Sample Standard Agreement, Exhibit A Statement/Scope of Work.
- C. Provide at least two (2) letters of reference. References letters should be dated within the last two (2) years.

## **I. Bid Format and Content Requirements**

### **1. General Instructions**

- a. Each individual or firm may submit only one bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one bid, the 22<sup>nd</sup> DAA will reject all bids submitted by that firm or individual.
- b. Use plain white paper for bid. Do not include staples.
- c. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.

- d. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.
- e. Arrange for timely delivery of the bid package to the specified address. Do not wait until shortly before the bid submission deadline to submit the bid.

## **2. Bid Package Requirements**

- a. Sign applicable IFB attachments/forms in blue ink.
  - 1) Have a person who is legally authorized to sign on behalf of the bidding firm sign each form that requires a signature. Signature stamps are not acceptable.
- b. Submit one (1) original bid package.
  - 1) Bid package must be complete with all required attachments and documentation.
  - 2) Bid package must contain original signatures.
- c. Bind each Bid package with a binder clip in the upper left-hand corner or rubber band. Please DO NOT use coil or spiral binding.

## **3. Bid Content Requirements**

The Bid Submittal Checklist on page 1 specifies the order and content required for each bid.

When completing the attachments, follow the instructions on each attachment. Do not include supplemental information in your bid package or other materials that the 22<sup>nd</sup> DAA has not requested in this solicitation.

After completing and signing the applicable attachments, assemble all items in the order shown on the Bid Submittal Checklist and place them in a **sealed** envelope.

## **J. Submission of Bids**

### **1. Submission Instructions**

- a. Assemble one (1) original bid package.
- b. Use plain, white paper with minimal graphics.
- c. Bidders are cautioned to not rely on the 22<sup>nd</sup> DAA during the evaluation to discover and report to the Bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- d. Place the bid package in a single envelope or package if possible. Seal the envelope.

If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

- e. Mail or arrange for hand delivery of the bid package to the 22<sup>nd</sup> DAA's office. Bids may not be transmitted electronically by fax or e-mail.
- f. The 22<sup>nd</sup> DAA's office must receive the bid package, regardless of postmark or method of delivery, by 11:00 a.m. PST on November 4<sup>th</sup> 17, 2022. The 22<sup>nd</sup> DAA will not publicly open or read late bids.
- g. It is advised to utilize the Bid Checklist when compiling the Bid package.
- h. Bids must be submitted in sealed packages. The outside of your bid package must show your firm's name and address as well as the information shown in the following box:

<p style="text-align: center;"><b>IFB 23-001</b> <b>DO NOT OPEN</b> Chris Wong, Contracts and Purchasing Analyst Administration Building 22<sup>nd</sup> District Agricultural Association 2260 Jimmy Durante Boulevard Del Mar, CA 92014</p>
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- i. Label and submit the bid package using one of the following methods:
  - Hand Delivery,
  - UPS, Federal Express, or
  - Overnight Express
  - U.S. Mail – All bid packages submitted via USPS should be sent no less than 2 business days prior to Bid Due Date in order to ensure timely delivery.

## **2. Proof of Timely Receipt**

- a. District staff will log and attach a date/time stamped slip or bid receipt to each bid package/envelope received. If a bid package is hand delivered, District staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, the District must receive bid packages at the stated place of delivery no later than 11:00 a.m. PST on the bid due date.
- c. The 22<sup>nd</sup> DAA will deem late bid packages nonresponsive.

## **3. Bidder Costs**

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to the 22<sup>nd</sup> DAA or included in any cost element of a Bidder's price offering.

## K. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at 11:00 a.m. PST on November 14 18, 2022 at the following address:

Del Mar Fairgrounds  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014

Bidders that would like to attend the Bid Opening must call Chris Wong at (858) 755-1161 ext. 2041 by November 10 16, 2022, 11:00am. PST for coordination.

## L. Bid Requirements and Information

### 1. Nonresponsive Bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause the 22<sup>nd</sup> DAA to deem a bid nonresponsive.

a. Failure of a Bidder to:

- 1) Meet DVBE participation goals, when required.
- 2) Meet bid format/content or submission requirements including the sealing, labeling, and/or timely and proper delivery of bid packages.
- 3) Submit all required documentation listed on the Bid Submittal Checklist.

b. If a Bidder submits:

- 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind.

The 22<sup>nd</sup> DAA does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The 22<sup>nd</sup> DAA's General Terms and Conditions (GTC) are not negotiable.

- 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
- 3) False, inaccurate or misleading information or falsely certifies compliance on any bid attachment.

c. If the 22<sup>nd</sup> DAA discovers, at any stage of the bid process or upon contract award, that a Bidder is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this IFB and/or the resulting contract.

d. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4)

During the bid process, if a prospective bidder appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code, the prospective bidder's submittal will be deemed nonresponsive and will not be considered.

- e. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the Bidder places any conditions on performance of the scope of work, submits a counteroffer/proposal, etc.).

## **2. Withdrawal and/or Resubmission of Bids**

All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the Bidder may resubmit a new bid package.

### **a. Withdrawal Deadline**

A Bidder may withdraw their bid any time prior to the bid due date.

### **b. Submitting a Withdrawal Request**

- 1) Submit a written withdrawal request, signed by an authorized representative of the Bidder.
- 2) Label and submit the withdrawal request using one of the following methods:

<b>U.S. Mail or Hand Delivery</b>	<b>Email</b>
Withdrawal IFB 23-001 Contracts Department Administration Building 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Withdrawal IFB 23-001 Contracts Department  Email: <a href="mailto:rfp@sdfair.com">rfp@sdfair.com</a>

- 3) An original or copy of signed withdrawal request is required before the 22<sup>nd</sup> DAA will return/release a bid package to a Bidder. The 22<sup>nd</sup> DAA may grant an exception if the Bidder informs the 22<sup>nd</sup> DAA that the Bidder will submit a new or replacement bid package immediately following the withdrawal.

### **c. Bid Mistakes**

If prior to bid opening a Bidder discovers a mistake in the bid that renders the Bidder unable or unwilling to perform all scope of work services for the price/costs offered, the Bidder must immediately notify the 22<sup>nd</sup> DAA and submit a written request to withdraw its bid following the procedures set forth above.

### **d. Resubmitting a Bid Package**

After withdrawing a bid package, Bidders may resubmit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time.



### **3. Evaluation and Selection**

This section describes, in general, the process that the 22<sup>nd</sup> DAA will use to evaluate timely bid packages.

#### **a. Bid Opening/Reading**

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read.

#### **b. Bid Package Review**

- 1) Shortly after the bid opening and reading, one or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
- 2) If deemed necessary by the 22<sup>nd</sup> DAA, additional Bidder documentation may be collected to confirm the claims made by each Bidder and to ensure that each Bidder is responsive to all bid requirements.
- 3) If the materials submitted by a Bidder do not prove, support or substantiate the claims made on the Required Bid Submittal Checklist, the bid will be deemed nonresponsive and rejected from further consideration.
- 4) If applicable, the 22<sup>nd</sup> DAA will adjust bid amounts for any claimed preference or incentive following confirmation of eligibility with the Department of General Services.
- 5) The 22<sup>nd</sup> DAA will e-mail a written "Notice of Award" to all firms that submitted a bid.
- 6) A "Notice of Intent to Award" will be sent out upon request or when the bid is not awarded to the lowest bidder.

### **4. Contract Award and Protests**

#### **a. Contract Award**

- 1) Award of the contract, if awarded, will be to the responsive and responsible Bidder that offers the lowest cost. The lowest cost will be determined after the 22<sup>nd</sup> DAA adjusts Bidder costs for applicable preferences and incentives.

If the contract is not being awarded to the bidder offering the lowest cost, the 22<sup>nd</sup> DAA will notify the low bidder at least five (5) working days prior to award that the contract is not being awarded to them.

The 22<sup>nd</sup> DAA will confirm the contract award to the winning Bidder. The 22<sup>nd</sup> DAA may confirm an award verbally, via e-mail, or in writing.

Upon written request from any bidder, the 22<sup>nd</sup> DAA will post a notice of the proposed contract award in the 22<sup>nd</sup> DAA's administration building at least five (5) working days prior to awarding the contract.

**b. Settlement of Tie Bids**

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or microbusiness and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the DVBE Bidder per Government Code Section 14838(f) et seq.
- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or microbusiness, the contract will be awarded to the certified small business or microbusiness.
- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the certified DVBE.
- 4) In the absence of a California law or regulation governing a specific tie, the 22<sup>nd</sup> DAA will settle all other tie bids in a manner the 22<sup>nd</sup> DAA determines to be fair and equitable in the presence of authorized representatives (e.g., coin toss, lot drawing, etc.). In no event will the 22<sup>nd</sup> DAA settle a tie by dividing the work among the tied Bidders.

**c. Protests**

**1) Who can Protest**

Any Bidder who submits a bid may file a protest if the Bidder believes its bid package is responsive to all IFB requirements and its bid is the lowest dollar bid.

**2) Grounds for Protests**

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. The 22<sup>nd</sup> DAA will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the DGS.

**3) Protest Timelines**

- a) Within five (5) calendar days after filing a "Notice of Intent to Protest", the protestant must file with both the 22<sup>nd</sup> DAA and the Department of General Services a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes the 22<sup>nd</sup> DAA has improperly applied in awarding the contract.

**4) Submitting a Protest**

The protest must be filed in writing with the 22<sup>nd</sup> DAA's Contract Office and with the DGS, as specified below:

Department of General Services  
707 3rd Street, 2nd Floor  
West Sacramento, CA 95605  
Attention: Legal Office

22<sup>nd</sup> District Agricultural Association  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014  
Attn: Contracts Department

The protest must be received by DGS and the 22<sup>nd</sup> DAA no later than 4:00 p.m. on the fifth working day after notice of proposed award was posted. For purposes of this section, "working day" shall mean any day that the 22<sup>nd</sup> DAA's and DGS' offices are open to the public to conduct business. Requests for an extension of time outside this timeframe will not be considered. The written protest must be physically delivered to the 22<sup>nd</sup> DAA and DGS 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's right to protest. Upon the expiration of this protest period, if no protest has been filed, the contract may be awarded.

The initial protest letter 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 initial protest letter may, but is not required to, contain the information described in the following Paragraph.

IN ADDITION, within five (5) calendar days after filing the initial protest letter, the protestant shall file with the 22<sup>nd</sup> DAA's Contract Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with the 22<sup>nd</sup> DAA and DGS Legal Office (i) notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the Protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

## **5. Disposition of Bids**

- a. All materials submitted in response to this IFB will become the property of the 22<sup>nd</sup> DAA and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). The 22<sup>nd</sup> DAA will disregard any language purporting to render all or portions of any bid package confidential.

- b. Upon making an award, all documents submitted in response to this IFB and all documents used in the selection process (e.g., review check lists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be subject to review by the public.
- c. The 22<sup>nd</sup> DAA may return a bid package to a Bidder at their request and expense after the 22<sup>nd</sup> DAA concludes the bid process.

## **6. Inspecting or Obtaining Copies of Bids**

### **a. Who can Inspect or Copy Bid Materials**

Any person or member of the public can inspect or obtain copies of bid materials.

### **b. What can be Inspected / Copied and When**

- 1) Once bids are opened, all bids, Bidders list, conference sign-in/attendance sheet, check lists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

### **c. Inspecting or Obtaining Copies of Bid Materials**

Persons wishing to view or inspect any bid related materials must contact Chris Wong at (858) 755-1161 ext. 2041 and identify the items they wish to inspect.

Persons wishing to obtain copies of bid materials may visit or mail a written request to the 22<sup>nd</sup> DAA office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from 22<sup>nd</sup> DAA premises for the purposes of making copies.

Unless waived by the 22<sup>nd</sup> DAA, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents** per page. The 22<sup>nd</sup> DAA will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - IFB 23-001  
Chris Wong  
2260 Jimmy Durante Blvd.  
Administration Building  
Del Mar, CA 92014

## **7. Verification of Bidder Information**

By submitting a bid, Bidders agree to authorize the 22<sup>nd</sup> DAA to:

- a. Verify any and all claims made by the Bidder including, but not limited to verification of prior experience and the possession of other qualification requirements.

## 8. 22<sup>nd</sup> DAA Rights

In addition to the rights discussed elsewhere in this IFB, the 22<sup>nd</sup> DAA reserves the following rights.

### a. IFB Corrections

- 1) The 22<sup>nd</sup> DAA reserves the right to do any of the following up to the bid submission deadline:
  - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
  - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
  - c) Waive any IFB requirement or instruction for all Bidders if the 22<sup>nd</sup> DAA deems the requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary by the 22<sup>nd</sup> DAA, the 22<sup>nd</sup> DAA may also waive any IFB requirement or instruction after the bid submission deadline.
  - d) Allow Bidders to submit questions about any IFB change, correction or addenda. If the 22<sup>nd</sup> DAA allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by the 22<sup>nd</sup> DAA to remedy an IFB error or defect that is not detected in a timely manner, the 22<sup>nd</sup> DAA may issue correction notices or waive any unnecessary, erroneous, or unreasonable IFB requirement or instruction after the bid submission deadline.
- 3) If applicable, the 22<sup>nd</sup> DAA will post clarification notices or addenda on the Bid Opportunities page of its website: <https://delmarfairgrounds.com/about-us/public-information/#bids>. **Be sure to check this website often.**
- 4) The 22<sup>nd</sup> DAA at its sole discretion, reserves the right to collect, by mail, e-mail, fax or other method, the following omitted and/or additional information:
  - a) Signed copies of any form submitted without a signature.
  - b) Data or documentation omitted from any submitted IFB attachment/form.
  - c) Information/material needed to clarify or confirm certifications or claims made by a Bidder.
  - d) Information/material or form needed to correct or remedy an immaterial defect in a bid package.

### b. Immaterial Bid Defects

- 1) The 22<sup>nd</sup> DAA may waive any immaterial defect in any bid package and allow the Bidder to remedy those defects. The 22<sup>nd</sup> DAA reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) The 22<sup>nd</sup> DAA's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a Bidder from full compliance with all bid requirements.

**c. Correction of Clerical or Mathematical Errors**

- 1) The 22<sup>nd</sup> DAA reserves the right, at its sole discretion, to overlook, correct or require a Bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, the 22<sup>nd</sup> DAA shall give the Bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, the 22<sup>nd</sup> DAA will use the unit price to settle the discrepancy.

**d. Right to Remedy Errors**

The 22<sup>nd</sup> DAA reserves the right to remedy errors caused by:

- 1) The 22<sup>nd</sup> DAA's office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

**e. No Contract Award or IFB Cancellation**

The issuance of this IFB does not constitute a commitment by the 22<sup>nd</sup> DAA to award a contract. The 22<sup>nd</sup> DAA reserves the right to reject all bids and to cancel this IFB if it is in the best interest of the 22<sup>nd</sup> DAA to do so.

**M. Preference Programs**

To confirm the identity of the lowest responsive Bidder, the 22<sup>nd</sup> DAA will adjust the total bid cost for applicable claimed preference(s). The 22<sup>nd</sup> DAA will apply preference adjustments to eligible Bidders according to State regulations following verification of eligibility with the appropriate office of the Department of General Services (DGS).

**1. Small/Micro Business Preference**

- a. A responsive California small/micro business or Bidder, certified in a relevant business category or type, will be granted a preference of five percent (5%) of the lowest responsive bid, if that bid is submitted by a non-small/micro business. Non-small business means a responsive/responsible Bidder that is not certified by the California Department of General Services as a small business or microbusiness. The "service" category is the business type that will most likely apply to this solicitation. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in provision 3 of this section (Preference Programs).
- b. In granting small/micro business preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.

- c. To be eligible for a bidding preference, the California certified small business must perform a “commercially useful function” under the contract.
- d. To be certified as a California small/micro business, the business concern must meet the State’s eligibility requirements and must have submitted an application for small/micro business status prior to the bid submission deadline.
- e. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from the appropriate office of the Department of General Services, fully complete the application, and submit it to the Department of General Services as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact DGS by the following means:
  - 1) (916) 322-5060 (24 hour recording and mail requests), or
  - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
  - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus/default.htm> or
  - 4) Fax: (916) 375-4950, or
  - 5) Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

## **2. Non-Small Business Subcontractor Preference**

- a. Non-small business means a Bidder that is not certified by DGS as a small business or microbusiness.
- b. If the tentative low Bidder is not a certified DVBE or small/micro business, a bid preference of five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.2 and Government Code Section 14835.
- c. If a Bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor’s small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.
- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a “commercially useful function” under the contract and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.

- f. Complete the Non-Small Business Subcontractor Preference Request and Small Business Subcontractor Supplier Acknowledgement to request the non-small business subcontractor preference.

Any firm that is granted the Non-Small Business Subcontractor preference cannot displace an award to a certified small business.

### **3. Nonprofit Veteran Service Agency (NVSA) Small Business Preference**

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a Bidder not certified as a small business/microbusiness. The "service" category is the business type that will most likely apply to this solicitation.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
  - 1) Request preference at the time of bid submission, and
  - 2) Become certified as a small business or micro business by the appropriate office of the DGS prior to the bid submission due date.

### **4. Disabled Veteran Business Enterprise (DVBE) Participation**

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 22<sup>nd</sup> DAA shall apply an incentive to bids that commit to a minimum of 5% California certified DVBE participation as identified on the Bidder Declaration GSPS-05-105 and confirmed by the 22<sup>nd</sup> DAA. The incentive amount for DVBE participation is a 5% reduction (for evaluation purposes only) in Bidder's net bid price.

To confirm the identity of the lowest responsive Bidder, 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 an incentive will be California certified small businesses.

## **N. Contract Terms and Conditions**

The winning Bidder must enter a contract that may contain the Bidder's bid form or budget, a Scope of Work, standard contract provisions, and one or more of the contract forms and/or exhibits identified in Section Q. Sample Standard Agreement.

The exhibits identified in this IFB contain contract terms that require strict adherence to various laws and contracting policies. A Bidder's unwillingness or inability to agree to the



terms and conditions shown below or contained in any exhibit identified in this IFB may cause the 22<sup>nd</sup> DAA to deem a Bidder non-responsible and ineligible for an award.

In general, the 22<sup>nd</sup> DAA will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate contract/exhibit language submitted by a Bidder. The 22<sup>nd</sup> DAA will consider a bid containing such provisions “a counter proposal” and may reject such a bid.

No oral understanding or contract shall be binding on either party.

## **1. Insurance**

### **a. INSURANCE REQUIREMENTS AT TIME OF BID**

A copy of Bidders current insurance certificate (or a letter confirming coverage) must be included with the Bid. The copy of the insurance certificate, or letter confirming coverage, included with the Bid must confirm \$1,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation insurance coverage.

If the Bidder is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Bidder's current insurance certificate confirming the coverages identified above in this Section, the 22<sup>nd</sup> DAA shall provide written notice of this failure to Bidder. If Bidder fails to provide a copy of Bidder's current insurance certificate confirming the coverages identified above in this Section, within 2 business days of receipt of the Failure Notice, the 22<sup>nd</sup> DAA may reject the Bid.

### **b. CONTRACTOR INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION**

After the proposed contract has been approved by the 22<sup>nd</sup> DAA Board of Directors at a duly noticed public meeting, but before execution of the contract, and if the Bidder awarded the contract is not on the CFSA Master Insurance List, the Bidder awarded the contract shall provide the 22<sup>nd</sup> DAA with an original Certificate of Insurance including \$1,000,000 in commercial general liability, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation coverage,

The original certificate of insurance provided to the 22<sup>nd</sup> DAA under this Section must include the following, **unless** the Bidder is on the California Fair Services Authority's (CFSA) *Master Insurance List*:

- Evidence of appropriate insurance coverage for the term of the contract, including but not limited to \$1,000,000 in commercial general liability insurance;
- Evidence of Workers' Compensation Insurance as required by law;
- A commitment by the insured to provide a 30-day cancellation notice;
- An endorsement stating this insurance is primary and noncontributory with the 22<sup>nd</sup> DAA, with name and address shown, listed as certificate holder; and;
- The additional insured endorsement and paragraph in exactly the following words:

**"That the State of California, the 22<sup>nd</sup> District Agricultural Association, the San Diego County Fair, the State Race Track Leasing Commission, the Del Mar Race Track Authority, the California Department of Finance, the California Department of General Services, the California Department of Food and Agriculture, the California Fair Services Authority and their respective agents, directors, officers, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."**

## **2. Resolution of Differences Between IFB and Contract Language**

If an inconsistency or conflict arises between the terms and conditions appearing in the final contract and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the contract.

## **3. California Civil Rights Laws Certification**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

- a. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- b. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## **O. Executive Order N-6-22 – Russian Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

## P. Required Bid Attachments

Fillable forms can be downloaded from the Del Mar Fairgrounds Bid Opportunities Page or by following this link: [IFB & RFP Supporting Forms & Documentation](#). You will need to download the forms to your computer and then open in Adobe in order to complete and save. Attempting to fill in the forms in your web browser may cause issues.

**DO NOT SUBMIT ANY FORMS ELECTRONICALLY. ALL FORMS MUST BE PRINTED, SIGNED (IF APPLICABLE), AND INCLUDED IN YOUR SEALED BIDS.**

**BIDDER/CONTRACTOR STATUS FORM**

**RFP/IFB No.** \_\_\_\_\_

Bidder/Contractor \_\_\_\_\_  
(full business name)

Address \_\_\_\_\_ City \_\_\_\_\_  
(principal place of business)

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Federal Employer ID # \_\_\_\_\_

**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: \_\_\_\_\_  
(Date)

**Current officers**

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_ Other Officers: \_\_\_\_\_

**BIDDER/CONTRACTOR STATUS FORM (continued)**

**RFP/IFB No. \_\_\_\_\_**

**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 RFP/IFB? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

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

Your small business ID number: \_\_\_\_\_

**Pending Litigation or Hearings**

List any civil or criminal litigation, administrative hearings currently pending or filed against the Bidder's organization, owners, officers or employees, within the last three years. State the case number, cause of action, agency or court where pending and status of litigation or hearing; attach additional pages if needed.

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The 22<sup>nd</sup> DAA reserves the right to verify the information provided on this form by the Bidder under the RFP/IFB process.

I declare under penalty of perjury that the above information is true and correct, and that I am authorized to sign this Bidder/Contractor Status Form on behalf of the Bidder/Contractor.

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Print Title)

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

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

**Certificate re California Government Code 1090 and Disclosure of Interests**

**RFP/IFB No. \_\_\_\_\_**

I \_\_\_\_\_ as a representative of  
Print Name

\_\_\_\_\_  
Name of Bidder/Proposer

and with the authority, acknowledge that, the above Bidder/Proposer has read, understands, agrees to comply with the requirements of California Government Code Section 1090 et seq. and any and all other conflict of interest and ethics laws applicable to the performance of this Agreement.

If Bidder/Proposer is awarded the prospective contract described in the IFB/RFP, Bidder/Proposer agrees that it will be barred from entering into any financial relationships with any person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Bidder's/Proposer's obligations pursuant to this IFB/RFP or any resulting Agreement. The Bidder/Proposer agrees to cooperate fully with the 22<sup>nd</sup> District Agricultural Association (22nd DAA) as well as to provide any necessary and appropriate information requested by the 22nd DAA or any authorized representative as relevant to actual or potential conflicts of interest or prohibitions concerning the IFB/RFP or any resulting Agreement.

The Bidder/Proposer understands, acknowledges, and agrees that:

- Bidder/Proposer may not employ any 22nd DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the 22nd DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, et seq. and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the IFB/RFP made in violation of Government Code Section 1090, et seq., may be considered void and the Bidder/Proposer may not be entitled to any reimbursement or compensation for the Bidder/Proposer's performance of the resulting Agreement, including reimbursement of expenses.
- Any violation of the applicable conflict of interest laws, including but not limited to Government Code section 1090, et seq. may constitute a material breach of the IFB/RFP and any resulting Agreement, and the 22nd DAA reserves all its rights and remedies at law and in equity concerning any such violations.

The Bidder/Proposer agrees to document in writing to the Contact Person identified on the cover of the IFB/RFP any known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Contact Person identified on the cover of the IFB/RFP.

**Certificate re California Government Code 1090 and Disclosure of Interests**

IFB/RFP No. \_\_\_\_\_  
"Continued"

- ☐ I certify that I have **no** known suspected family or business relationships with any director, officer, official, or employee of the 22<sup>nd</sup> DAA. If my status with regard to the above changes, I understand that I must notify the Contact Person listed on the cover of the IFB/RFP immediately.
- ☐ I disclose the following relationships with and value received from and/or paid to the persons listed on the attached page. ***(Provide in writing a detailed description of known or potential financial interests with any and all directors, officers, officials, or employees of the 22<sup>nd</sup> DAA)***

**NOTICE: THIS CERTIFICATE AND ITS EXECUTION HAVE SIGNIFICANT LEGAL CONSEQUENCES. ALL BIDDERS/PROPOSERS ARE ENCOURAGED TO SEEK LEGAL COUNSEL. THE 22<sup>ND</sup> DAA DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE REGARDING THIS CERTIFICATE.**

I certify under penalty of perjury that the foregoing is true and correct:

\_\_\_\_\_  
(NAME OF BIDDER/PROPOSER)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**FINANCIAL BID FORM**

**Contractor offers to complete the “Statement/Scope of Work” for Temporary Fencing Installation and Rental Services for the following costs/prices/rates.** Costs/prices/rates below shall include any and ALL costs associated with Contractor expense for; all funding for; fence/ gate/windscreen rentals, fencing/gate/windscreen brackets/fittings, maintenance, repairs of fencing/ gates/windcreens, cleaning of fencing/gates/windcreens, qualified labor, materials/ supplies (such as line posts, concrete footings, tie wires, and other miscellaneous fittings), equipment/tools, all qualified labor, equipment, and supplies to compete the installation and removal of fencing, gates, and windcreens, insurance, safety compliance, surcharges/licenses, taxes (employment, fuel, sales), document fees, disposal/environmental fees, mileage/transportation costs and administrative overhead.

All rental equipment to be bid shall be substantially of the same type and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified. **All equipment listed below are required. Bids that do not provide prices for any line item below will be disqualified.** ~~Should requested equipment not be available, the Bidder shall clearly mark “not available” next to the appropriate equipment listing.~~ The District reserves the right of final approval on all equipment to be rented.

The anticipated fencing needs during the 2023 through 2028 Fairs, listed below, are provided as a generalization and not intended to be all inclusive of fencing needs during the Fairs, nor other interim events at the District. Fence locations and dates in this IFB are subject to change.

**A. FAIRTIME FENCING – Initial Term (2023 & 2024 Fairs)**

<b>Temporary Fencing Installation &amp; Rentals</b>	<b>Quantity</b>	<b>Duration</b>	<b>Total Price</b>
Chain Link Fence** / 6-feet in height	1,050-feet*	14 weeks	\$_____
Chain Link Fence** / 6-feet in height	3,808-feet*	10 weeks	\$_____
Chain Link Fence / 6-feet in height (28-feet sections each)	400-feet*	14 weeks	\$_____
Chain Link Fence** / 6-feet in height	230-feet*	16 weeks	\$_____
New “Green” Mesh/Windscreen / 6-feet in height	1,050-feet*	14 weeks	\$_____
New “Green” Mesh/Windscreen / 6-feet in height	814-feet*	10 weeks	\$_____
New “Green” Mesh/Windscreen / 6-feet in height	230-feet*	16 weeks	\$_____
New “Black” “Heavy” Mesh/Windscreen / 6-feet in height	1640-feet*	10 weeks	\$_____
New “Black” Mesh/Windscreen / 6-feet in height	400-feet*	14 weeks	\$_____
New “Black” Mesh/Windscreen/ 6-feet in height	380-feet	10 weeks	\$_____
Pedestrian Gate / 4-feet in length & 6-feet in height, with latch	9 gates	10 weeks	\$_____
Pedestrian Gate / 4-feet in length & 6-feet in height, with latch	1 gate	16 weeks	\$_____
Single-panel Swing Gate / 3-feet in length & 6-feet in height	1 gate	10 weeks	\$_____
Single-panel Swing Gate / 10-feet in length & 6-feet in height, with wheel and latch.	1 gate	10 weeks	\$_____
Single-panel Swing Gate / 14-feet in length & 6-feet in height for Fire Truck Access	2 gates	14 weeks	\$_____
Rolling Gate / 10-feet in length & 6-feet in height	1 gate	10 weeks	\$_____
<b>Rolling Swing</b> Gate / 14-feet in length & 6-feet in height	3 gates	10 weeks	\$_____
<b>Rolling Swing</b> Gate/14-feet in length & 6-feet in height	2 gates	14 weeks	\$_____



**FINANCIAL BID FORM**

<b>Rolling Swing</b> Gate / 14-feet in length & 6-feet in height	2 gates	16 weeks	\$ _____
<b>Rolling Swing</b> Gate / 20-feet in length & 6-feet in height	2 gates	16 weeks	\$ _____
<b>Rolling Swing</b> Gate/ 14 feet in length and 6 feet in height	2 gates	10 weeks	\$ _____
*Lineal Feet **Fencing will typically be a <u>panel</u> , 12 to 14-feet in length to reduce the need to dig holes.		<b>A. Total:</b>	\$ _____

If the District at its' sole discretion exercises any of the contractual renewal option years, then rates may increase according to the table below. In the event a contractual renewal option is exercised between the District and the Contractor, rate increases shall be no more than five percent (5.00%) annually.

**B. FAIRTIME FENCING – Option Year 1 (2025 & 2026 Fairs)**

<b>Temporary Fencing Installation &amp; Rentals</b>	<b>Quantity</b>	<b>Duration</b>	<b>Total Price</b>
Chain Link Fence** / 6-feet in height	1,050-feet*	14 weeks	\$ _____
Chain Link Fence** / 6-feet in height	3,808-feet*	10 weeks	\$ _____
Chain Link Fence / 6-feet in height (28-feet sections each)	400-feet*	14 weeks	\$ _____
Chain Link Fence** / 6-feet in height	230-feet*	16 weeks	\$ _____
New “ <b>Green</b> ” Mesh/Windscreen / 6-feet in height	1,050-feet*	14 weeks	\$ _____
New “ <b>Green</b> ” Mesh/Windscreen / 6-feet in height	814-feet*	10 weeks	\$ _____
New “ <b>Green</b> ” Mesh/Windscreen / 6-feet in height	230-feet*	16 weeks	\$ _____
New “ <b>Black</b> ” “ <b>Heavy</b> ” Mesh/Windscreen / 6-feet in height	1640-feet*	10 weeks	\$ _____
New “ <b>Black</b> ” Mesh/Windscreen / 6-feet in height	400-feet*	14 weeks	\$ _____
New “ <b>Black</b> ” Mesh/Windscreen/ 6-feet in height	380-feet	10 weeks	\$ _____
Pedestrian Gate / 4-feet in length & 6-feet in height, with latch	9 gates	10 weeks	\$ _____
Pedestrian Gate / 4-feet in length & 6-feet in height, with latch	1 gate	16 weeks	\$ _____
Single-panel Swing Gate / 3-feet in length & 6-feet in height	1 gate	10 weeks	\$ _____
Single-panel Swing Gate / 10-feet in length & 6-feet in height, with wheel and latch.	1 gate	10 weeks	\$ _____
Single-panel Swing Gate / 14-feet in length & 6-feet in height for Fire Truck Access	2 gates	14 weeks	\$ _____
<b>Rolling Swing</b> Gate / 10-feet in length & 6-feet in height	1 gate	10 weeks	\$ _____
<b>Rolling Swing</b> Gate / 14-feet in length & 6-feet in height	3 gates	10 weeks	\$ _____
<b>Rolling Swing</b> Gate/14-feet in length & 6-feet in height	2 gates	14 weeks	\$ _____
<b>Rolling Swing</b> Gate / 14-feet in length & 6-feet in height	2 gates	16 weeks	\$ _____
<b>Rolling Swing</b> Gate / 20-feet in length & 6-feet in height	2 gates	16 weeks	\$ _____
<b>Rolling Swing</b> Gate/ 14 feet in length and 6 feet in height	2 gates	10 weeks	\$ _____
*Lineal Feet **Fencing will typically be a <u>panel</u> , 12 to 14-feet in length to reduce the need to dig holes.		<b>B. Total:</b>	\$ _____

**FINANCIAL BID FORM****C. FAIRTIME FENCING – Option Year 2 (2027 & 2028 Fairs)**

<b>Temporary Fencing Installation &amp; Rentals</b>	<b>Quantity</b>	<b>Duration</b>	<b>Total Price</b>
Chain Link Fence** / 6-feet in height	1,050-feet*	14 weeks	\$ _____
Chain Link Fence** / 6-feet in height	3,808-feet*	10 weeks	\$ _____
Chain Link Fence / 6-feet in height (28-feet sections each)	400-feet*	14 weeks	\$ _____
Chain Link Fence** / 6-feet in height	230-feet*	16 weeks	\$ _____
New “ <b>Green</b> ” Mesh/Windscreen / 6-feet in height	1,050-feet*	14 weeks	\$ _____
New “ <b>Green</b> ” Mesh/Windscreen / 6-feet in height	814-feet*	10 weeks	\$ _____
New “ <b>Green</b> ” Mesh/Windscreen / 6-feet in height	230-feet*	16 weeks	\$ _____
New “ <b>Black</b> ” “ <b>Heavy</b> ” Mesh/Windscreen / 6-feet in height	1640-feet*	10 weeks	\$ _____
New “ <b>Black</b> ” Mesh/Windscreen / 6-feet in height	400-feet*	14 weeks	\$ _____
New “ <b>Black</b> ” Mesh/Windscreen/ 6-feet in height	380-feet	10 weeks	\$ _____
Pedestrian Gate / 4-feet in length & 6-feet in height, with latch	9 gates	10 weeks	\$ _____
Pedestrian Gate / 4-feet in length & 6-feet in height, with latch	1 gate	16 weeks	\$ _____
Single-panel Swing Gate / 3-feet in length & 6-feet in height	1 gate	10 weeks	\$ _____
Single-panel Swing Gate / 10-feet in length & 6-feet in height, with wheel and latch.	1 gate	10 weeks	\$ _____
Single-panel Swing Gate / 14-feet in length & 6-feet in height for Fire Truck Access	2 gates	14 weeks	\$ _____
<b>Rolling Swing</b> Gate / 10-feet in length & 6-feet in height	1 gate	10 weeks	\$ _____
<b>Rolling Swing</b> Gate / 14-feet in length & 6-feet in height	3 gates	10 weeks	\$ _____
<b>Rolling Swing</b> Gate/14-feet in length & 6-feet in height	2 gates	14 weeks	\$ _____
<b>Rolling Swing</b> Gate / 14-feet in length & 6-feet in height	2 gates	16 weeks	\$ _____
<b>Rolling Swing</b> Gate / 20-feet in length & 6-feet in height	2 gates	16 weeks	\$ _____
<b>Rolling Swing</b> Gate/ 14 feet in length and 6 feet in height	2 gates	10 weeks	\$ _____
*Lineal Feet **Fencing will typically be a <u>panel</u> , 12 to 14-feet in length to reduce the need to dig holes.		<b>C. Total:</b>	\$ _____

**Grand Total Bid Amount**  
**(Sum of A + B + C)**

\$ \_\_\_\_\_

**FINANCIAL BID FORM**

Are you claiming preference as a small business? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

By his/her signature on this bid form, Bidder certifies that he/she has read and understands the IFB package, including the information regarding protest procedures. Further, Bidder certifies that the information provided by Bidder is accurate, true and correct and not intended to mislead the 22<sup>nd</sup> DAA in any manner.

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**OR****Federal Employer Identification Number (FEIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Section 4 – Payee Residency Status (See instructions)**

- ☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- ☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

**Section 5 – Certification**

**I hereby certify under penalty of perjury that the information provided on this document is true and correct.**  
**Should my residency status change, I will promptly notify the state agency below.**

**NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency**

Please return completed form to:

**STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)

For hearing impaired with TDD, call: 1-800-822-6268

Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

## **PROPOSERS/BIDDERS REFERENCES FORM**

22<sup>nd</sup> DAA may, at its option, use information gained by conducting reference checks with references provided or from the individuals who have had contracts with the Proposer/Bidder. The Proposer/Bidder shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by the proposer.

Each form must be signed by the Proposer/Bidder confirming that the information provided is true and accurate.

<b>REFERENCE #1:</b>	
<b>Company Name:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Address:</b>	
<b>Email Address:</b>	
<b>Services Provided:</b>	
<b>Notable Outcomes:</b>	
<b>REFERENCE #2:</b>	
<b>Company Name:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Address:</b>	
<b>Email Address:</b>	
<b>Services Provided:</b>	
<b>Notable Outcomes:</b>	
<b>REFERENCE #3:</b>	
<b>Company Name:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Address:</b>	
<b>Email Address:</b>	
<b>Services Provided:</b>	
<b>Notable Outcomes:</b>	

By signing this form, "Proposers/Bidders References Form," I am affirming that all of the information provided is true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RETURN THIS FORM WITH YOUR PROPOSAL/BID**

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

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

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

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

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably



required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

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

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

**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 \_\_\_\_

**PRINT****CLEAR**

## 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](http://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.**

## SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, \_\_\_\_\_, declare as follows:

I am the owner, or an officer or director of the owner (Subcontractor), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following Proposer/Prime Contractor \_\_\_\_\_ for use during the duration of the RFP terms.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California, the 22<sup>nd</sup> DAA and the San Diego County Fair are not partnering to any agreement between me, the Subcontractor, and the Proposer/Prime Contractor regarding the described items and concerning use of the items.

I understand that it is my responsibility to ensure that all requirements set forth in the RFP regarding the equipment including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid at the time of award of any contract and during performance of an awarded contract.

I hereby hold harmless the State of California, the 22<sup>nd</sup> DAA, the San Diego County Fair, their employees and officers from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at the 22<sup>nd</sup> DAA property or San Diego County Fair.

I am the owner or authorized to sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Legal Name of Owner \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signed by: \_\_\_\_\_  
Name Title

Signature: \_\_\_\_\_

**RETURN THIS FORM WITH YOUR PROPOSAL**  
SUBCONTRACTOR'S DECLARATION (Form)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

**DARFUR CONTRACTING ACT CERTIFICATION**

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.



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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

## **Q. Sample Standard Agreement**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-001

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

May 12, 2023

THROUGH END DATE

July 13, 2024

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
+ - Exhibit D	Special Terms & Conditions	5
+ - Exhibit D Attachment I	Insurance Requirements	4
+ - Exhibit E	Preventing Storm Water Pollution	1
+ - Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

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

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-001

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

EXHIBIT A  
STATEMENT/SCOPE OF WORK

## 1. Services Overview

The Contractor shall provide Temporary Fencing Installation and Rental Services, in high quality or “like new” condition to the 22<sup>nd</sup> District Agricultural Association (22<sup>nd</sup> DAA/District) / Del Mar Fairgrounds (Fairgrounds) during the annual San Diego County Fair (Fair) throughout the term of the contract.

Rentals and installation of temporary Fair-time fencing will be for on-site and off-site locations, to be determined in advanced by District Management. Locations include, but are not limited to, The Del Mar Fairgrounds and Del Mar Horsepark and possible off-site locations for bus shuttle service during Fair.

## 2. Work to be Performed

At the direction of District Management, the Contractor shall provide Temporary Fencing Installation and Rental Services in accordance with the specifications herein.

- a. Contractor shall provide all qualified labor, materials/supplies, and equipment/tools equipment to install temporary fencing for the annual San Diego County Fair as well as maintain fencing in high quality visual appearance as well as serviceable condition, in accordance with the Financial Bid Form.
- b. Contractor shall deliver, assemble, position, disassemble and remove the temporary fencing/gates/windscreen, in accordance with the Financial Bid Form.
- c. All fencing specified is generally panel fencing measuring 12-14 linear feet in length **to minimize post penetrations in the ground.**
- d. Contractor must have the ability to respond to emergency calls for repairs within three hours of notification and must be available during non-peak attendance and use hours (12:00am – 10:30am) for emergency.
- e. Contractor agrees to communicate in a professional and effective manner.
- f. Contractor shall create temporary fencing that secures areas/boundaries with newer fencing materials to maintain public safety and aesthetic values as the San Diego County Fair attracts approximately 1.5 million visitors annually. Therefore, service-related and fencing/gate/windscreen material quality issues will not be tolerated; should any problems occur, Contractor shall resolve the problem immediately. It is expected that the Contractor will provide prompt repair or replacement of any faulty fencing as directed by District Management.
- g. **The 22<sup>nd</sup> DAA reserves the right to reject fencing/gates/windcreens based on quality of fencing/gates/windcreens (mesh) or the adequacy of the installation and the Contractor will install new fencing materials and/or correct the adequacy of the fence/gate/windscreen installation, identified by the 22<sup>nd</sup> DAA.**
- h. Contractor agrees to provide the following Fair fencing/gate/windscreen rentals and installation, under the supervision of District’s Facilities Director:

**Note:** All distance measurements are in linear feet and dates are subject to change for future Fairs.

EXHIBIT A  
STATEMENT/SCOPE OF WORK

- **Production / Coors Light Avenue Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed by June 2<sup>nd</sup> and removed by July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 392-feet in length and 6-feet in height
  - b. 275-feet of **new “Black” heavy mesh/windscreen** – Mesh for this area must completely block public view from outside
  - c. One (1) 10-feet in length and 6-feet in height swing gate with wheel and latch
  - d. One (1) 4-feet in length and 6-feet in height pedestrian gate with latch
- **Production / Funville/Infield Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed by June 2<sup>nd</sup> and removed by July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 532-feet in length and 6-feet in height
  - b. 532-feet of **new “Black” mesh/windscreen**
  - c. One (1) 4-feet in length and 6-feet in height pedestrian gate with latch
- **Box Office Department / Ticket Booth** anticipated fencing needs during the 2023 San Diego Fair installed June 2<sup>nd</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 84-feet in length and 6-feet in height
  - b. 64-feet of **new “Green” mesh/windscreen**
  - c. Two (2) 14-feet in length and 6-feet in height **roll swing** gates
- **Security Department / Turf Fence for Crowd Control** anticipated fencing needs during the 2023 San Diego County Fair (installed by May 19<sup>th</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 1050-feet in length and 6-feet in height
  - b. 1050-feet of **new “Green” mesh/windscreen**
  - c. **Must be installed at least 2-feet but no greater than 3-feet away from rail**
- **Del Mar Horsepark** anticipated fencing needs during the 2023 San Diego County Fair (installed June 1<sup>st</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fencing approximately 750-feet in length and 6-feet in height
  - b. 750-feet of **new “Green” mesh/windscreen**
  - c. Three (3) 14-feet in length and 6-feet in height **roll swing** gates
- **Exhibits Department / Flower Show** anticipated fencing needs during the 2022 San Diego County Fair (installed May 12<sup>th</sup> and removed July 8<sup>th</sup>):
  - a. Standard chain link fencing approximately 230-feet in length and 6-feet in height
  - b. 230’ **new “Green” mesh/windscreen**
  - c. One (1) 4-feet in length and 6-feet in height pedestrian swing gate, with latch
  - d. Two (2) 14-feet in length and 6-feet in height **roll swing** gates
  - e. Two (2) 20-feet in length and 6-feet in height **roll swing** gates
- **Facilities/Frontstretch Housing** anticipated fencing needs during the 2023 San Diego County Fair (installed May 30<sup>th</sup> and removed July 5<sup>th</sup>):
  - a. Standard chain link fencing approximately 380-feet in length and 6-feet in height.
  - b. 380-feet of black mesh/windscreen

EXHIBIT A  
STATEMENT/SCOPE OF WORK

- c. Three (3) 4-feet in length and 6-feet in height pedestrian swing gates, with latch
- **Production/ Paddock Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed June 2<sup>nd</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 540' in length and 6 feet in height
  - b. 540 feet of new black mesh/windscreen
  - c. Production team member will assist with placement
  - d. Weights must be used to prevent fencing from falling over- staking is not permitted on track
- **Production/Grandstand Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed June 2<sup>nd</sup> and removed July 6):
  - a. Standard chain link fence approximately **1000** feet in length and 6 feet in height
  - b. feet of new black mesh/windscreen
  - c. Production team member will assist with placement
  - d. Weights must be used to prevent fencing from falling over- staking is not permitted on track
- **Midway/ West Parking Lot to Special Event Trailer (includes West Gate Tent)** anticipated fencing needs during the 2023 San Diego County Fair (installed May 22<sup>nd</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 400-feet in length and 6-feet in height, in 28-foot length sections
  - b. 400-feet of **new** "Black" mesh/windscreen
  - c. Two (2) 14 feet in length and 6-feet in height swing gates (large enough to accommodate a fire truck)
- **Livestock/Ag and Education Department** anticipated fencing needs during the 2023 San Diego County Fair (installed May 31 and removed July 6<sup>th</sup>):
  - a. Two (2) 14 feet in length and 6 feet in height swing gates (large enough to accommodate a fire truck installed between Livestock Barn and Track
  - b. 28' of new green mesh/windscreen
- i. District is not financially liable for normal wear, tear and cleaning, maintenance or repair of fencing/gate/windscreen materials rented by District. However, District may be invoiced for repairs and/or cleaning of Contractor fencing materials, due to excessive wear and tear during rental as determined by the District.
- j. Contractor shall have all current licenses/certifications required by law (C-13 – Fencing Contractor) to provide all services and shall perform this work in accordance with all applicable laws and codes. Contractor shall provide District with copies of licenses and certifications within 48 hours, upon District's written request, including electronic email requests by District.

EXHIBIT A  
STATEMENT/SCOPE OF WORK

- k. Contractor understands and agrees that the District, at its' sole discretion, may determine that a person or agent (subcontractor) utilized by the Contractor in the performance of this Scope of Work is detrimental to District operations. Determination by the District regarding attire and conduct shall be final and the Contractor agrees to remove such person or agent from operations arising out of this Scope of Work.
- l. The Contractor shall be fully responsible for all acts and omissions of its' Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Scope of Work and the executed Agreement shall create any contractual relationship between the District and any Subcontractor, or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the District to pay or require the payment of any funds due any Subcontractor or other persons or organizations, except as may otherwise be required by law.
- m. Approval of the Contractor's insurance by the District shall not diminish or alter the extent to which the Contractor or any Subcontractor(s) may be held responsible for payment of any and all damages resulting from its' operations.
- n. The Del Mar Fairgrounds and Horsepark are located within environmentally sensitive wetlands. Therefore, any equipment/machinery that is leaking fluid (battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission, etc.) will immediately either be repaired or removed from District property by Contractor. Furthermore, Contractor agrees to dispose of/recycle of all waste according to State and local laws and regulations, including **Exhibit E – Storm Water Pollution Prevention**.
- o. Any additional costs billed by Contractor that are not listed on the Financial Bid Form will be rejected and may cause the District to terminate the contract. Furthermore, the District shall not pay for travel time or down time (labor or equipment), due to defective equipment or lack of qualified labor.
- p. District may also require other fencing/gates/windcreens not listed on the Financial Bid Form, Contractor agrees to provide such fencing at costs similar to other similar items listed on the Financial Bid Form. Therefore, District shall not pay for excessive price increases/mark-ups for fencing/gates/windscreen types not listed in the Financial Bid Form, for the Fair or Interim events.
- q. Contractor agrees that any additional fencing requirements shall be billed at rates equal to or similar to the rates as specified on Financial Bid Form. Contractor agrees to provide a written quote for approval by District Management, **prior** to the initiation of any **additional** fencing/gate/windscreen rentals or services. There shall be no cancellation charge (regardless of timing).
- r. The District does not guarantee the exact amount of equipment or services to be used as the District cannot guarantee the occurrence of service needs generated by facility use. Furthermore, District is under no obligation to exercise future option years/terms.



**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22<sup>nd</sup> District Agricultural Association  
Del Mar Fairgrounds  
**Attn: Accounts Payable**  
2260 Jimmy Durant Blvd.  
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to [accountspayable@sdfair.com](mailto:accountspayable@sdfair.com).

- C. The invoice shall contain the following information:
  - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
  - 2. Printed name of the Contractor;
  - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
  - 4. The date of the invoice;
  - 5. The number of the Agreement upon which the claim is based; and
  - 6. An itemized account of the services for which the District is being billed;
    - a) The time period covered by the invoice, i.e., the term "from" and "to";
    - b) A brief description of the services performed;
    - c) The method of computing the amount due.
    - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

**2. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit C  
General Terms and Conditions (GTC 04/2017)

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

Exhibit C  
General Terms and Conditions (GTC 04/2017)

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.

Exhibit C  
General Terms and Conditions (GTC 04/2017)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifiesthat 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 followingdefinitions:
    - 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 maybring 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 ofthe 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 effectiveat 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 yearfrom 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 Code7110, 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 5of Division 9 of the Family Code; and

Exhibit C  
General Terms and Conditions (GTC 04/2017)

- 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.)
20. 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.)
21. 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 "lossleader" as defined in Section 17030 of the Business and Professions Code. (PCC10344(e).)

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

**1. Approval**

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the Department of Food & Agriculture, if required. Contractor may not commence performance until such approval has been obtained.

**2. Indemnification**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California ("State"), the 22nd District Agricultural Association ("District") aka Del Mar Fairgrounds ("Fairgrounds"), and their respective agents, directors, and employees (collectively the "District") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the District. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

**3. 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 District. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

**4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the District and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Appearance, Conduct, or Demeanor**

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times.

Contractor understands and agrees that District management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct, or demeanor may be unacceptable to the District, if it is determined that such appearance, conduct, or demeanor is detrimental to District's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by District management regarding these matters shall be final.

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the District to Contractor or its employees.

**6. Smoking Policy**

By signing this Contract, the Contractor hereby certifies that they have read, understand, and will comply with State Law and the District's Smoking Policy, as follows:

State law expressly prohibits smoking in all buildings and enclosed areas on the Del Mar Fairgrounds. A no smoking zone also exists within **20** feet of any entrance to a building on the Fairgrounds. In addition, as a matter of public health and courtesy, the District's policy is to attempt to provide a smoke-free environment to all nonsmoking individuals here to conduct business or members of the public, whether they are congregating within a building or outside on the grounds. Contractors, Subcontractors and their employees wishing to smoke in an outside location while on break are expected to be sensitive to the needs of nonsmokers at all times.

Please Note: During the San Diego County Fair, the entire Fairgrounds is smoke free. Smoking is only allowed in designated smoking areas. All Contractors, Subcontractors, and their employees must comply with the law. It is the responsibility of the Contractor/Subcontractor to ensure that all employees are informed of and comply with this policy.

**7. Nonexclusively**

Contractor understands and agrees that this is a nonexclusive Agreement. District may hire other contractors for work of a similar or identical nature.

**8. Licenses and Permits**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the District a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**9. Fire Regulations**

Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.

**10. Settlement of Disputes**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

and District Contract's Manager, or other normally responsible for the administration of this contract, shall be brought to the attention of the District's Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

In the event of such an informally unresolved dispute, Contractor shall file a "Notice of Dispute" with the District Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of District's Chief Executive Officer shall be final.

**11. Conflict in Terms & Conditions**

Where the terms of this Agreement or District/State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District/State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

**12. Termination**

The District reserves the sole and exclusive right to terminate this Agreement, at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) calendar days prior to the date when such termination shall become effective. Such termination shall relieve the District of any further payments, obligations, and/or performances required in the terms of the contract.

If by any reason the District is unable to perform their obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

**13. Excise Tax**

The State of California/District is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The District will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

**15. Ban**

The mass release of helium balloons is strictly prohibited.



**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

**16. Drone Policy**

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the District is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the District. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests.

Permission to stay or remain on District property may, in the discretion of the District, be revoked for any person[s] in violation of this policy.

**17. California Franchise Tax Board**

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).

**18. Conflict Of Interest Prohibition**

Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor's obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the District/State and to provide any necessary and appropriate information requested by the District/State or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor's obligations pursuant to this Agreement. Contractor may not employ any District/State director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the District/State have any financial interest in this Agreement that would violate California Government Code Section 1090, et seq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and the Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District/State for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the District/State reserves all its rights and remedies at law and in equity concerning any such violations.

**19. Recycling Policy**

In an effort to address environmental concerns, the District has established a goal of "Zero Waste". The District maintains a policy of mandatory recycling on the Fairgrounds. We are committed to doing our part to insure a clean, environmentally safe world for future generations to enjoy. When conducting services on District property Contractors must breakdown (flatten) all cardboard boxes and place them inside the blue cardboard recycling dumpsters found in designated areas of the Fairground. Please do not use cardboard boxes for trashcans. Other items which must also be recycled include glass bottles, plastic containers, tin, aluminum, metals & AAA-D batteries (no automobile batteries). Please use the recycling receptacles

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

provided for public use throughout the grounds for beverage containers. Contractors are not to leave any hazardous materials (including paint) on the Fairgrounds. They must be removed when you leave the grounds. Use of polystyrene foam containers is prohibited. If you have questions regarding this policy, please contact the District Sustainability Coordinator at (858) 792-4298.

Violators may be fined up to \$200.00 per instance for not following the District Recycling Policy.

**20. Russian Sanctions**

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia’s actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

## 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

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
  5. Certificate Holder:
    - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
    - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

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

OR

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

OR

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

OR

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

## **II. General Provisions**

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

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

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

### **III. Participant Waivers**

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

**EXHIBIT E**  
**Preventing Storm Water Pollution**  
**For Contractors, Staff, Promoters, Vendors and Participants**

The San Diego County Fairgrounds ("Fairgrounds") has prepared and implemented a Storm Water Management Plan to prevent pollutants from entering the nearby San Dieguito River and Stevens Creek, leading to the Pacific Ocean, as well as comply with State and Federal storm water requirements. Whether your project/service is a few hours or for a longer period of time, by entering into this agreement it is mandatory that you follow the requirements below, or you will be subject to fines and cleanup costs:

- Keep soil and liquids away from storm drains and paved areas. **NEVER sweep or wash anything into storm drains.**
- NEVER dump liquids, trash, oil, grease, or other pollutants into or near storm drains, gutters or planters. Properly dispose of these items as directed.
- Rinsing down equipment or vehicles is PROHIBITED, unless done in the designated wash facility, with **prior** authorization from Fairgrounds Management.
- Monitoring vehicles and equipment to ensure there is no leakage of fluid on Fairgrounds property.
- Know the location and the proper use of spill kits.
- Know where disposal areas are located and the proper disposal methods for trash, paint, hot ashes, grease, oil, hazardous materials etc.
- Keep equipment away from silt fences, fiber rolls and other sediment barriers.
- Only use designated site entrance/exits.
- Keep equipment off and out of seeded, planted, mulched or stabilized areas.
- Pick up all trash and animal wastes.
- Contact your Fairgrounds Staff contact person with any questions.

**ENFORCEMENT**

Failure to comply with storm water pollution prevention requirements is a contract violation and may result in fines/penalties, including cancellation of any Fairgrounds contract and reporting to outside regulating authorities. **The cost of cleanup resulting from the violation will be passed on to the violator.** If Contractors are found to be in violation of the above requirements, Fairground's Environmental staff (or their designees) will initiate the following measures to ensure the earliest compliance to remedy the situation:

**Verbal/Written Warning** – Identify the issue and determine the required remedy for soonest resolution of the violation. Discussions will be documented in writing.

**Fines/Penalties/Cleanup Costs** – Any fines assessed by other agencies will be the responsibility of the Contractor as well as any cleanup costs incurred by the Fairgrounds will be charged to the Contractor. Without notice Fairgrounds may deduct fines, penalties and cleanup costs from any invoices submitted by the Contractor for payment.

**Agreement Cancellation** – Fairgrounds may immediately and without notice; cancel any agreement due to storm water violation, possibly bar Contractor from future work at Fairgrounds and potentially report Contractors actions to outside agencies.

Thank you in advance for your cooperation with the above storm water pollution prevention requirements.

Visit the following resources to learn more about storm water pollution prevention:

[www.sdcoastkeeper.org](http://www.sdcoastkeeper.org)  
[www.projectcleanwater.org](http://www.projectcleanwater.org)  
[www.thinkblue.org](http://www.thinkblue.org)

**EXHIBIT F**  
**22<sup>nd</sup> DAA RESOURCE CONSERVATION POLICY**

The 22<sup>nd</sup> DAA has removed all sink garbage disposals from its facilities, has a “no Styrofoam” policy, and has a goal of zero waste. Proposers must consider this in their proposal, as well as the following sewer/water, energy and solid waste reduction methods:

1. Separate and recycle all beverage containers, cardboard, and other recyclable products as they are identified by the 22<sup>nd</sup> DAA.
2. Separate all fruit and vegetable waste for composting on site year-round with the exception of citrus, pineapple or tomatoes these are not compatible with the 22<sup>nd</sup> DAA's composting process.
3. All waste grains or other brewing by products are to be composted by contractor unless the 22<sup>nd</sup> DAA agrees to handle the material.
4. Ceramic, glass and stainless plates, cups and utensils are preferred, when not feasible paper products are allowed, #1 plastic cups are the only plastics cups accepted into the recycling waste stream at this time.
5. Require office staff to recycle personal beverage containers and office paper in cooperation with 22<sup>nd</sup> DAA's program.
6. All staff shall make a conscientious effort to conserve and recycle resources, use energy efficient equipment and lighting, set thermostats to reduce energy consumption especially at peak energy periods.
7. Require on-going training of staff (and new staff as they come on board) on recycling and waste reduction procedures, specifically during major events. Educate staff to turn off lights when leaving an area that is unoccupied. “You turn them on, you turn them off.”
8. Use only specified washing areas for cleaning of equipment, floor mats, etc. Keep all hazardous waste and non-biodegradables from entering storm drains.
9. Work with the 22<sup>nd</sup> DAA on any new waste reduction ideas that will help the 22<sup>nd</sup> DAA reach our zero waste goals.
10. Whenever possible and between events remove perishables and turn off all unnecessary, equipment, freezers and refrigerators. No empty refrigerators shall be left running after product is removed.