



January 9, 2023

**Request for Qualifications  
RFQ No. 23-021**

Prospective Bidders are invited to review and respond to this Request for Qualifications (RFQ), entitled RFQ No. 23-021 entitled, Environmental Planning, Permitting and Technical Studies for the 22<sup>nd</sup> District Agricultural Association (District). When preparing and submitting a solicitation, compliance with the instructions found herein is imperative.

All agreements entered into with the State of California 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 Bidder lacks Internet access, a hard copy of these items may be obtained by contacting the individual listed in the last paragraph of this notice.

If a discrepancy occurs between the information in the advertisement appearing in California's Online Marketplace/Cal eProcure and the information herein, the information in this notice and in the attached RFQ shall take precedence.

Inquiries regarding the processing of this RFQ submittal should be referred to Christeanna Wong at [rfp@sdfair.com](mailto:rfp@sdfair.com). Please note that no verbal information given will be binding upon the District unless such information is issued in writing as an official addendum to this solicitation.

Thank you for your interest in the District's service needs.

Sincerely,

Christeanna Wong  
Contract Analyst

Attachment

**Table of Contents**

A. Purpose and Description of Services .....4

B. Time Schedule .....4

C. Contract Term .....4

D. Respondent’s Questions .....5

    1. What to include in an inquiry .....5

    2. How to submit questions.....5

    3. Question deadline.....6

E. Voluntary Pre-Bid Conference .....6

F. Scope of Work.....7

G. Minimum Qualification Requirements .....7

H. Statement of Qualifications Format and Content Requirements .....7

    1. General instructions.....7

    2. Statement of Qualifications .....7

    3. Required attachments / documentation.....9

I. Submission of SOQ Package .....9

    1. Submission instructions .....9

    2. Proof of timely receipt.....10

    3. Firm’s costs .....10

J. SOQ Requirements and Information.....11

    1. Nonresponsive SOQs.....11

    2. Withdrawal and/or resubmission of SOQs .....11

        a. Withdrawal deadline.....11

        b. Submitting a withdrawal request .....11

    c. Proposal mistakes .....12

        d. Resubmitting a SOQ package.....12

    3. Evaluation and selection.....12

    4. Disposition of SOQs .....13

    5. Inspecting or obtaining copies of SOQ packages.....14

        a. Who can inspect or copy solicitation materials .....14

        b. What can be inspected / copied and when.....14

        c. Inspecting or obtaining copies of solicitation materials .....14

6.	Verification of firm information .....	14
7.	District rights.....	15
a.	RFQ corrections.....	15
b.	Immaterial SOQ defects.....	15
c.	Correction of clerical or mathematical errors .....	16
d.	Right to remedy errors .....	16
e.	No contract award or RFQ cancellation.....	16
K.	Contract Terms and Conditions .....	16
1.	Resolution of differences between RFQ and contract language.....	16
L.	California Civil Rights Laws Certification.....	17
M.	Evaluation and Scoring Criteria .....	18
N.	Solicitation Attachments .....	24
O.	Sample Standard Agreement .....	59

**BID SUBMITTAL CHECKLIST**

A complete Statement of Qualifications (SOQ) package will consist of one (1) original SOQ 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 District. For your SOQ package to be responsive, all required attachments must be returned. This checklist is for reference only, proposers must comply with all requirements of this solicitation. This checklist should also be returned with your SOQ package.

Attachment		Attachment Name/Description	Confirmed by District
<input type="checkbox"/> Yes <input type="checkbox"/> No	1	Letter of Interest (must include the Legal Name and Federal Identification Number of the firm)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2	Licenses of all state or federal licensed professional engineers and geologists that will be part of the consultant team	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3	Proposer-Contractor Status Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4	Certificate re GC 1090 and Disclosure of Interests	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	5	<u>Federal Form 330</u> for the firm and any proposed subcontractors	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	6	Written statement of the firm’s qualifications (SOQ)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7	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	8	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	9	Bidder Declaration (GSPD-05-105)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	10	References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	11	Darfur Contracting Act	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	12	Payee Data Record (STD. 204) Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	13	Commercially Useful Functions (CUF) Compliance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	14	Business License / Business Operation Tax Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	15	Target Area Contract Preference Act (TACPA) – Insert Std. 830 attachment, if applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No	16	California Civil Rights Laws Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No

\*Indicate N/A if not applicable.

## A. Purpose and Description of Services

The District is soliciting SOQs from firms that are able to provide assistance with environmental projects including but not limited to: preparation of environmental studies and documents to comply with the California Environmental Quality Act (CEQA) and the California Coastal Act. SOQs must address all of the services described in the RFQ section entitled, "Scope of Work", located in Section O. Sample Standard Agreement. The focus of the awarded contract will be on "full service" firms, firms that can provide a majority of the services listed in the Scope of Work. Responses covering a single area of expertise will be rejected as non-responsive.

The District intends to make a single contract award to the most responsive and responsible firm. A Contractor will be selected on the basis of written responses to this RFQ and an oral interview. This solicitation is open to all eligible firms and/or individuals that meet the qualification requirements.

## B. Time Schedule

Below is the tentative time schedule for this solicitation:

<b>Event</b>	<b>Date</b>	<b>Time (If applicable)</b>
Voluntary Pre-Solicitation Conference	Jan. 13, 2023	10:30 a.m.
Questions Due	Jan. 18, 2023	4:00 p.m.
Question/Answer Summary Posted	Jan. 23, 2023	
RFQ Responses Due Date	Jan. 26, 2023	2:00 p.m.
Interviews	Jan. 31, 2023	
Fee Negotiations	Feb. 7, 2023	
Proposed Start Date of Agreement	Feb. 15, 2023	

## C. Contract Term

The term of the resulting Agreement is expected to be 60 months and is anticipated to be effective from February 15, 2023, through February 29, 2028. The Agreement term may change if the District makes an award earlier than expected or if the District cannot execute the Agreement in a timely manner due to unforeseen delays. The District reserves the right to extend the term of the resulting Agreement as necessary to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and possibly approval by the Department of General Services.

The resulting Contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, 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 volunteered if all approvals cannot be obtained.

## D. Respondent's Questions

Immediately notify the District if clarification is needed regarding the services sought or questions arise about the RFQ and/or its accompanying materials, instructions or requirements. Put the inquiry in writing and transmit it via e-mail to the District as instructed below. At its discretion, the District reserves the right to contact an inquirer to seek clarification of any inquiry received.

Respondents that fail to report a known or suspected problem with this RFQ and/or its accompanying materials or fail to seek clarification and/or correction of this RFQ and/or its accompanying materials shall submit a SOQ package at their own risk. In addition, if awarded the Contract, the successful firm shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

### 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. RFQ section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

A firm whose inquiry relates to confidential or proprietary matters may submit individual questions that are marked "Confidential". The firm must include with its inquiry an explanation as to why it believes questions marked "Confidential" are confidential or surround a proprietary issue. If an inquiry is marked "Confidential", the District will e-mail a response only to the inquirer if the District concurs with the Respondent's claim that the inquiry is confidential or proprietary in nature. If the District does not concur, the inquiry will be answered in the manner described herein and the firm will be so notified. Inquiries and/or responses that the District agrees should be held in confidence shall be held in confidence *only* until the Notice of Award is posted. Once Notice is issued and posted, all RFQ responses, SOQs, evaluations and scoring sheets become public record and shall be available for public inspection, in accordance with the California Public Records Act.

### 2. How to submit questions

Submit questions or inquiries using one of the following methods.

<b>E-Mail:</b>
<b>Questions - RFQ No. 23-021</b> Division of Administrative Services Christeanna Wong <a href="mailto:rfp@sdfair.com">rfp@sdfair.com</a>

Respondents submitting inquiries by e-mail are responsible for confirming the receipt of all materials by the question deadline.

If needed, call District at (858) 755-1161 ext. 2041 to confirm e-mail and/or fax transmissions.

### **3. Question deadline**

Submit written questions and inquiries no later than **4:00 p.m. on Jan. 18, 2023.**

Notwithstanding the question submission deadline, the District will accept questions or inquiries about RFQ errors or irregularities up to the solicitation due date.

## **E. Voluntary Pre-Bid Conference**

The District will conduct a voluntary Pre-Bid Conference in Del Mar on Jan. 13, 2023 beginning at 10:30 AM at the following location: 22<sup>nd</sup> DAA Board Room.

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

Respondents that intend to submit a SOQ package are encouraged to attend this Voluntary Pre-Bid Conference. It shall be each firm's responsibility to attend the Pre-Bid Conference promptly at 10:30 AM. The District reserves the right not to repeat information for participants that join the conference after it has begun. The voluntary Pre-Bid Conference is a public event or meeting and anyone may attend.

The purpose of the conference is to:

1. Allow the prospective firms to ask questions about the services or RFQ requirements and/or instructions.
2. Share the answers to general questions and inquiries received prior to and during the conference.

**Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on the District unless later confirmed in writing.**

Carefully review this RFQ before the conference date to become familiar with the qualification requirements, scope of work and solicitation content requirements. Respondents are encouraged to have their copy of this RFQ available for viewing during the conference.

Shortly after the conference, the District will summarize all questions and issues raised and post this summary on the California State Contracts Register (CSCR) at the following internet address: <https://caleprocure.ca.gov/pages/index.aspx>.

Respondents are responsible for their costs to attend/participate in the conference. Those costs cannot be charged the District or included in any cost element of the Respondent's price offering.

## **F. Scope of Work**

See Exhibit A entitled, "Scope of Work" that is included in the Sample Contract Forms and Exhibits Section of this RFQ. Exhibit A contains a detailed description of the services and work to be performed as a result of this solicitation.

## **G. Minimum Qualification Requirements**

Failure to meet the following requirements by the solicitation due date will be grounds for the District to deem a firm non-responsive. In submitting a SOQ package, each firm must certify that it possesses the following qualification requirements:

1. Five years of experience providing CEQA Documentation services and Coastal Act Permitting as detailed in the Scope of Work. Please include a list of contracts held in the past five (5) years and at least three (3) letters of reference written within the two years from the date of this RFQ.
2. Corporations must certify they are in good standing and qualified to conduct business in California
3. Nonprofit organizations must provide proof of nonprofit status
4. Demonstrated the ability to meet the insurance requirements described in this RFQ

## **H. Statement of Qualifications Format and Content Requirements**

### **1. General instructions**

- a. Each individual or firm may submit only one SOQ package. 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 SOQ package, the District will reject all SOQ packages submitted by that firm or individual.
- b. Develop SOQ package by following all RFQ instructions and instructions or clarifications in question/answer notices, clarification notices, or RFQ addenda.
- c. Before preparing a SOQ package, 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 SOQ package to the specified address. Do not wait until shortly before the SOQ submission deadline to submit the SOQ package. SOQ packages received by the District after the deadline cannot be accepted.

### **2. Statement of Qualifications**

The written Statement of Qualifications must contain the following information:

**a. Relevant Experience and Qualifications of the firm in performing services of a similar nature**

- Describe the experience and background of your firm, and subcontractors (if being proposed for this project), in the preparation of CEQA documents including the preparation (or oversight) of technical reports such as Traffic Impact Studies, air and noise technical analyses, etc.
- Describe the experience of the firm and subcontractors in the preparation and submittal of Coastal Development Permit applications. Describe the experience working with the local San Diego Coastal Commission office.

**b. Capabilities, experience, and education of personnel assigned to the project**

- Names of the principals and other individuals who will be participating in the project, their roles, office locations, and their availability for the project. Describe their individual professional experience and education, including the dates of their most recent technical degrees and professional registrations. Identify staff of subcontractors similarly but separately.
- For all personnel participating in this project, individually describe their training, skill, or experience with relevant state laws and regulations, CEQA compliance, Coastal Act compliance, any technical expertise (e.g., biological studies, hydrology, water quality, storm water, air/noise, land use and planning, geology, GHG analysis, air quality, and wetland resources).
- Provide the names of four (4) clients to be used as references for your firm's work, including contact name, address, telephone number, nature of the job, and length and dollar amount of the contract.

**c. Quality and relevance of recently completed or ongoing work**

- Provide two (2) examples of work products that illustrate the nature and scope of CEQA projects completed by the firm within the past five (5) years that cover Master or Specific Plans.
- Provide two (2) examples of projects completed within the past five (5) years that demonstrate expertise in preparing CEQA documents. If no completed projects are available, please provide examples of ongoing projects.
- Please ensure that writing examples are included in the submitted work products.

**d. Knowledge and experience with regulations, rules, and Acts related to the project**

Demonstrate that the individuals (employees and subcontractors) assigned to work on this project have knowledge of and experience with the following:

- CEQA review, evaluation, and document preparation. Technical expertise in the preparation of biological reports, traffic and parking reports, air/noise reports and storm water reports.
- Coastal Development Permit application preparation and submittal.
- The roles and responsibilities of other environmental and resource agencies (federal, state and local) as they relate to environmental impacts considered under CEQA.
- Scheduling and conducting public meetings in compliance with CEQA requirements, including collecting and responding to oral and written comments.

**e. Reliability and Availability**

- Document the reliability and continuity of the firm's employees and subcontractors.
- Document the firm's ability to adequately plan workloads and its ability to meet schedules.
- List the locations of the firm's office(s) for project coordination and services.

**3. Required attachments / documentation**

The Bid Submittal Checklist on page 3 specifies the order and content required for each SOQ package.

When completing the attachments, follow the instructions on each attachment. Do not include supplemental information in your SOQ package or other materials that the District 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.

**I. Submission of SOQ Package**

**1. Submission instructions**

- a. Assemble an original and two (2) copies of the SOQ package. Place the "original" SOQ package on top, followed by the two (2) extra copies.
- b. The original SOQ package must be marked "ORIGINAL COPY". All documents contained in the original SOQ package must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional SOQ package sets may contain photocopies of the original package.
- c. Respondents are cautioned to not rely on the District during the evaluation to discover and report to the firm any defects and errors in the submitted documents.

Respondents, before submitting their documents, should carefully proof them for errors and adherence to the RFQ requirements.

- d. Bind each SOQ package with a binder clip in the upper left-hand corner or rubber band. Please DO NOT use coil or spiral binding.
- e. Place all of the copies 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 proposal package to the District’s office. SOQ packages may not be transmitted electronically by fax or e-mail.
- f. The District’s office must receive the SOQ package, regardless of postmark or method of delivery, by **2:00 p.m. on Jan. 26, 2023.** The District will not accept late SOQ packages.
- g. The outside of your SOQ package must show your firm’s name and address as well as the information shown in the following box. Label and submit the SOQ package using one of the following methods.

<b>U.S. Mail, Hand Delivery or Overnight Express:</b>
<b>RFQ 23-021</b> 22 <sup>nd</sup> District Agricultural Association Christeanna Wong Administration Building 2260 Jimmy Durante Boulevard Del Mar, CA 92014 <b><u>(Do Not Open)</u></b>

**2. Proof of timely receipt**

- a. District staff will log and attach a date/time stamped slip or SOQ package receipt to each SOQ package/envelope received. If a SOQ package is hand delivered, District staff will give a SOQ package receipt to the hand carrier upon request.
- b. To be timely, the District must receive SOQ packages at the stated place of delivery no later than 4:00 p.m. on the SOQ package due date.
- c. The District will deem late SOQ packages non-responsive.

**3. Firm’s costs**

Firms are responsible for all costs of developing and submitting a SOQ package. Such costs cannot be charged to the District or included in any cost element of a firm’s price offering.

## **J. SOQ Requirements and Information**

### **1. Nonresponsive SOQs**

In addition to any condition previously indicated in this RFQ, the following occurrences **may** cause the District to deem a SOQ package non-responsive.

- a. Failure of a firm to:
  - 1) Meet SOQ format/content or submission requirements including the sealing, labeling, and/or timely and proper delivery of SOQ packages.
  - 2) Submit all required documentation listed on the Bid Submittal Checklist.
- b. If a firm submits:
  - 1) A SOQ package that is conditional, materially incomplete or contains material alterations or irregularities of any kind.
  - 2) False, inaccurate or misleading information or falsely certifies compliance on any SOQ attachment.
- c. If the District discovers, at any stage of the solicitation process or upon contract award, that a firm is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFQ and/or the resulting contract.
- d. Delinquent Tax Obligations (AB 1424 (Statutes of 2011) Public Contract Code 10295.4)  
  
During the RFQ process, if a Firm appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code, the Firm's submittal will be deemed nonresponsive and will not be considered.
- e. If other irregularities occur in a SOQ package that are not specifically addressed herein (i.e., the firm places any conditions on performance of the scope of work, submits a counteroffer/proposal, etc.).

### **2. Withdrawal and/or resubmission of SOQs**

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

#### **a. Withdrawal deadline**

A firm may withdraw his/her SOQ package any time prior to the SOQ package due date.

#### **b. Submitting a withdrawal request**

- 1) Submit a written withdrawal request, signed by an authorized representative of the firm.

- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail or Hand Delivery	Email
<b>Withdrawal RFQ 23-021 22<sup>nd</sup> District Agricultural Association Christeanna Wong 2260 Jimmy Durante Boulevard Del Mar, CA 92014</b>	<b>Withdrawal RFQ 23-021 Contracts Department Christeanna Wong <a href="mailto:rfp@sdfair.com">rfp@sdfair.com</a></b>

An originally signed withdrawal request is required before the District will return/release a SOQ package to a firm. The District may grant an exception if the firm informs the District that the firm will submit a new or replacement SOQ package immediately following the withdrawal.

**c. Proposal mistakes**

If prior to proposal due date, a proposer discovers a mistake in their proposal that renders the proposer unable or unwilling to perform all scope of work services for the price/costs offered, the proposer must immediately notify the District and submit a written request to withdraw its proposal following the procedures set forth above.

**d. Resubmitting a SOQ package**

After withdrawing a SOQ package, firms may resubmit a new SOQ package according to the submission instructions. Replacement SOQ 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 District will use to evaluate timely SOQ packages.

**a. SOQ opening and review**

- 1) All SOQ packages properly received according to the RFQ instructions on or before the SOQ due date will be opened and reviewed.
- 2) A group of evaluators will convene to review each timely SOQ package to confirm its responsiveness to the RFQ requirements. Each SOQ package will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.
- 3) If deemed necessary by the District, additional documentation may be collected to confirm the claims made by each firm and to ensure that each firm is responsive to all solicitation requirements.

- 4) SOQ packages that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the firm, may be rejected.

**b. Selection Procedures**

The SOQ packages that meet the minimum qualification requirements will be evaluated and scored according to the criteria outlined below and further defined in the Evaluation Criteria and Score Sheet (Section M).

<b>Criteria #</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>1</b>	Experience of the firm in performing services of a similar nature.	<b>15</b>
<b>2</b>	Capabilities, experience, and education of personnel assigned to the project.	<b>15</b>
<b>3</b>	Quality and relevance of recently completed or ongoing work.	<b>15</b>
<b>4</b>	Knowledge and experience with regulations, rules, and Acts related to the project.	<b>15</b>
<b>5</b>	Reliability and Availability	<b>15</b>
	<b>Maximum Points</b>	<b>75</b>

At least three respondents with the highest totaled scores will be selected for the “short list”. These respondents will be invited for an interview and will be expected to provide an oral presentation regarding their firm’s services and qualifications.

Upon completion of all interviews and presentations, the respondents will be ranked in order of preference, e.g., 1, 2, 3, etc. The number one respondent will be asked to submit a Cost Proposal. The District staff will attempt to negotiate a fair and reasonable cost for services. In the event that a satisfactory cost agreement cannot be negotiated, staff will terminate negotiations with the respondent and begin negotiations with the next ranked respondent, and so on. After successful negotiations, a contract will be awarded and executed. The District reserves the right to terminate the selection proceedings at any time.

The District will mail or e-mail a written “Notice of Award” to all firms that submitted a SOQ package.

**4. Disposition of SOQs**

- a. All materials submitted in response to this RFQ will become the property of the District and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). The District will disregard any language purporting to render all or portions of any SOQ package confidential.
- b. Upon making an Award, all documents submitted in response to this RFQ and all documents used in the selection process (e.g., review check lists, letters of award,

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 District may return a SOQ package to a firm at their request and expense after the District concludes the solicitation process.

## **5. Inspecting or obtaining copies of SOQ packages**

### **a. Who can inspect or copy solicitation materials**

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

### **b. What can be inspected / copied and when**

- 1) Once SOQ packages are opened, all solicitations, SOQ packages, respondents 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 solicitation materials**

Persons wishing to view or inspect any solicitation related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Christeanna Wong at (858) 755-1161 ext. 2041.

Persons wishing to obtain copies of solicitation materials may visit or mail a written request to the District office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from State premises for the purposes of making copies.

Unless waived by the District, 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 District will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - RFQ **23-021**  
22<sup>nd</sup> District Agricultural Association  
Christeanna Wong  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
(858) 755-1161 ext. 2041

## **6. Verification of firm information**

By submitting a SOQ package, respondents agree to authorize the District to:

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

- b. Check any reference identified by a firm to confirm the firm's business integrity and history of providing effective, efficient and timely services.

## 7. District rights

In addition to the rights discussed elsewhere in this RFQ, the District reserves the following rights.

### a. RFQ corrections

- 1) The District reserves the right to do any of the following up to the SOQ package submission deadline:
  - a) Modify any date or deadline appearing in this RFQ or the RFQ Time Schedule.
  - b) Issue clarification notices, addenda, alternate RFQ instructions, forms, etc.
  - c) Waive any RFQ requirement or instruction for all respondents if the District deems the requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary by the District, the District may also waive any RFQ requirement or instruction after the SOQ submission deadline.
  - d) Allow Respondents to submit questions about any RFQ change, correction or addenda. If the District allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by the District to remedy an RFQ error or defect that is not detected in a timely manner, the District may also issue correction notices or waive any unnecessary, erroneous, or unreasonable RFQ requirement or instruction after the SOQ submission deadline.
- 3) If applicable, the District will post on the California's Online Marketplace at <https://www.caleprocure.ca.gov/pages/index.aspx> clarification notices or addenda. **Be sure to check this website often.**
- 4) The District 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 RFQ attachment/form.
  - c) Information/material needed to clarify or confirm certifications or claims made by a firm.
  - d) Information/material or form needed to correct or remedy an immaterial defect in a SOQ package.

### b. Immaterial SOQ defects

- 1) The District may waive any immaterial defect in any SOQ package and allow the firm to remedy those defects. The District reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) The District's waiver of an immaterial defect in a SOQ package shall in no way modify this RFQ or excuse a firm from full compliance with all solicitation requirements.

**c. Correction of clerical or mathematical errors**

The District reserves the right, at its sole discretion, to overlook, correct or require a Firm to remedy any obvious clerical errors on a SOQ form.

**d. Right to remedy errors**

The District reserves the right to remedy errors caused by:

- 1) The District's office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

**e. No contract award or RFQ cancellation**

The issuance of this RFQ does not constitute a commitment by the District to award a contract. The District reserves the right to reject all SOQ packages and to cancel this RFQ if it is in the best interest of the District to do so.

**K. Contract Terms and Conditions**

The winning firm must enter an agreement that may contain the firm's budget, a scope of work, standard contract provisions, and one or more of the contract forms and/or exhibits in Section M. Sample Standard Agreement. Other exhibits, not identified herein, may also appear in the resulting agreement.

The exhibits included in this RFQ contain contract terms that require strict adherence to various laws and contracting policies. A firm's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this RFQ will cause the District to deem a firm non-responsible and ineligible for an award.

In general, the District 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 prospective contractor. The District will consider a SOQ package containing such provisions "a counter proposal" and may reject such a SOQ package.

**1. Resolution of differences between RFQ and contract language**

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

## L. 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).

## **M. EVALUATION AND SCORING**

Evaluation and Scoring Criteria

**M. Evaluation and Scoring Criteria**

The RFQ submittals that meet the Qualification Requirements will be evaluated and scored according to the criteria identified below.

**1. Minimum Qualification Requirements**

Minimum Qualification Requirements	Confirmed by 22 <sup>nd</sup> DAA
1a. Five years of experience providing CEQA Documentation services and Coastal Act Permitting as detailed in the Scope of Work	<input type="checkbox"/> Yes <input type="checkbox"/> No
1b. List of relevant contracts held in the past five (5) years	<input type="checkbox"/> Yes <input type="checkbox"/> No
1c. Three (3) letters of reference written within the two years from the date of this RFQ	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Corporations must certify they are in good standing and qualified to conduct business in California	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Nonprofit organizations must provide proof of nonprofit status	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Demonstrated the ability to meet the insurance requirements described in this RFQ	<input type="checkbox"/> Yes <input type="checkbox"/> No

Evaluation and Scoring Criteria

**2. Evaluation and selection**

Based on the information provided by the Respondent in the “Statement of Qualifications,” the District’s Committee will rate each SOQ using the standards described in the following table. These standards, and their associated percentage ratings, will be translated into the Respondent’s point score, as described below, for the particular component of the SOQ being evaluated.

**RATING STANDARDS**

<b>Percentage</b>	<b>Description</b>
Non-Compliant 0%	Fails to address the component or the Respondent does not describe any experience related to the component.
Poor 1-40%	Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the Respondent’s response or qualifications.
Fair 41-60%	The response addresses the section adequately, but minor considerations may not be addressed. Acceptable degree of confidence in the Respondent’s response or qualifications.
Good 61-80%	The response fully addresses the section and demonstrates a good qualification. Good degree of confidence in the Respondent’s response or qualifications.
Excellent 81-90%	All considerations of the section are addressed with a high degree of confidence in the Respondent’s response or qualifications.
Outstanding 91-100%	All considerations of the section are addressed with the highest degree of confidence in the Respondent’s response or qualifications. The response exceeds the requirements in meeting the District’s needs.

Evaluators will score the SOQs based on percentages for levels of quality. The percentages will then be translated to points based upon the weight for the particular factor. For example, if a Respondent, under the category “Reliability and Availability” (maximum 15 points) is determined to be “Excellent 90 %” it will receive 13.5 points (0.9 x 15). If another Respondent in the same category is “Fair 70%” it will receive 10.5 points (0.7 x 15).

## Evaluation and Scoring Criteria

Category	Evaluation Criteria	Maximum Points Possible
<b>2.1.1.</b>	<b>Experience of the firm in performing services of a similar nature</b>	
	<p>2.1.1.a. SOQ describes the experience and background of your firm, and subcontractors (if being proposed for this project), in the preparation of CEQA documents including the preparation (or oversight) of technical reports such as Traffic Impact Studies, air and noise technical analyses, etc.</p>	<b>7.5</b>
	<p>2.1.1.b. SOQ describes the experience of the firm and subcontractors in the preparation and submittal of Coastal Development Permit applications/Coastal Act Entitlement. Describe the experience working with the local San Diego Coastal Commission office.</p>	<b>7.5</b>
<b>2.1.2.</b>	<b>Capabilities, experience, and education of personnel assigned to the project</b>	
	<p>2.1.2.a. SOQ identifies the names of the principals and other individuals who will be participating in the project, their roles, office locations, and their availability for the project. SOQ describes their individual professional experience and education, including the dates of their most recent technical degrees and professional registrations. SOQ identifies staff of subcontractors similarly but separately.</p>	<b>5</b>
	<p>2.1.2.b. SOQ describes, for all personnel participating in this project, their training, skill, or experience with relevant state laws and regulations, CEQA compliance, Coastal Act compliance, any technical expertise (e.g., biological studies, hydrology, water quality, storm water, air/noise, land use and planning, geology, GHG analysis, air quality, and wetland resources.</p>	<b>5</b>
	<p>2.1.2.c. SOQ provides the names of four (4) clients to be used as references for firm's work, including contact name, address, telephone number, nature of the job, and length and dollar amount of the contract.</p>	<b>5</b>

## Evaluation and Scoring Criteria

Category	Evaluation Criteria	Maximum Points Possible
2.1.3.	<b>Quality and relevance of recently completed or ongoing work</b>	
	<p>2.1.3.a. SOQ provides two (2) examples of work products that illustrate the nature and scope of CEQA projects completed by the firm within the past five (5) years that cover Master or Specific Plans and associated Coastal Permit applications. If Master/Specific Plan CEQA was not located within the Coastal Zone, provides a Coastal Permit application example of a similar size/nature.</p> <p>2.1.3.b. SOQ provides two (2) examples of projects completed within the past five (5) years that demonstrate expertise in preparing CEQA documents. If no completed projects are available, provides examples of ongoing projects.</p>	<p style="text-align: center;">7.5</p> <p style="text-align: center;">7.5</p>
2.1.4.	<b>Knowledge and experience with regulations, rules and Acts related to the project.</b>	
	<p>2.1.4.a. SOQ demonstrates that the individuals (employees and subcontractors) assigned to work on this project have knowledge of and experience with the following:</p> <ul style="list-style-type: none"> <li>• CEQA review, evaluation, and document preparation. Technical expertise in the preparation of biological reports, traffic and parking reports, air/noise reports and storm water reports.</li> <li>• The roles and responsibilities of other environmental and resource agencies (federal, state and local) as they relate to environmental impacts considered under CEQA.</li> <li>• Scheduling and conducting public meetings in compliance with CEQA requirements, including collecting and responding to oral and written comments.</li> </ul>	<p style="text-align: center;">7.5</p>
	<p>2.1.4.b. SOQ demonstrates that the individuals (employees and subcontractors) assigned to work on this project have knowledge of and experience with the following:</p> <ul style="list-style-type: none"> <li>• Coastal Development Permit/Entitlement application preparation and submittal.</li> </ul>	<p style="text-align: center;">7.5</p>

Evaluation and Scoring Criteria

Category	Evaluation Criteria	Maximum Points Possible
2.1.5.	<b>Reliability and Availability</b>	
	2.1.5.a. SOQ documents: <ul style="list-style-type: none"> <li>• The reliability and continuity of the firm's employees and subcontractors.</li> <li>• The firm's ability to adequately plan workloads and its ability to meet schedules.</li> <li>• Lists the locations of the firm's office(s) for project coordination and services.</li> </ul>	<b>15</b>
<b>Maximum Points Available = 75</b>		

## **N. Required Attachments**

**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

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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 (22<sup>nd</sup> DAA) as well as to provide any necessary and appropriate information requested by the 22<sup>nd</sup> 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 22<sup>nd</sup> DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the 22<sup>nd</sup> DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, et sq. 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 22<sup>nd</sup> 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 22<sup>nd</sup> 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)

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE



**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)

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**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)

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**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

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<b>CITY, STATE, ZIP CODE</b>	<b>E-MAIL ADDRESS</b>
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**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)

<input type="checkbox"/> <b>SOLE PROPRIETOR / INDIVIDUAL</b> <input type="checkbox"/> <b>SINGLE MEMBER LLC</b> <i>Disregarded Entity owned by an individual</i> <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>ESTATE OR TRUST</b>	<input type="checkbox"/> <b>CORPORATION</b> (see instructions on page 2) <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, chiropractic, etc.) <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services) <input type="checkbox"/> <b>EXEMPT</b> (e.g., nonprofit) <input type="checkbox"/> <b>ALL OTHERS</b>
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**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.

<p><b>Social Security Number (SSN) or Individual Tax Identification Number (ITIN)</b></p> <p style="text-align: center;">_____ - ____ - _____</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Federal Employer Identification Number (FEIN)</b></p> <p style="text-align: center;">_____ - _____</p>
---

**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.**

<b>NAME OF AUTHORIZED PAYEE REPRESENTATIVE</b>	<b>TITLE</b>	<b>E-MAIL ADDRESS</b>
<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> (include area code)

**Section 6 – Paying State Agency**

Please return completed form to:

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

**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.

## 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.pcd.dgs.ca.gov](http://www.eprocure.pcd.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 Bidder/Prime Contractor \_\_\_\_\_ for use during the duration of the IFB/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 Bidder/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 IFB/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 BID/PROPOSAL**  
SUBCONTRACTOR'S DECLARATION (Form)

# 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)

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
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By (Authorized Signature)

---

Printed Name and Title of Person Signing

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Executed in the County of	Executed in the State of
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Date Executed

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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>	

**IRAN CONTRACTING ACT VERIFICATION FORM**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](#)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

## **O. Sample Standard Agreement**

The following pages represent a sample of the contract that may be awarded from this RFQ.  
Please review it carefully.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-021</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>N/A</b>
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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  
TBD

2. The term of this Agreement is:

START DATE  
February 15, 2023

THROUGH END DATE  
February 29, 2028

3. The maximum amount of this Agreement is:

TBD

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	3
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.)  
TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-021	PURCHASING AUTHORITY NUMBER (If Applicable) N/A
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**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  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with environmental services as described herein:

The Contractor shall provide assistance with environmental projects including but not limited to: preparation of environmental studies and documents to comply with the California Environmental Quality Act (CEQA) and the California Coastal Act.

- C. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor: TBD
Name: TBD	Name: TBD
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: TBD
Phone: TBD	Phone: TBD
e-mail: TBD	e-mail: TBD

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

**2. WORK TO BE PERFORMED**

The Contractor shall provide environmental services, as outlined below, to the District on an as-needed basis for various projects and/or operations at the Del Mar Fairgrounds and Horsepark. The District's Supervising Environmental Planner shall assign specific work to the Contractor to assist the District through the issuance of Task Orders describing in detail the services to be performed. The Contractor shall only perform work that is assigned in an authorized Task Order. The Contract does not guarantee that a Task Order shall be issued.

**A. CEQA Documentation**

Preparation of CEQA documents including Categorical Exemptions/Exclusions; Initial Study; Negative and Mitigated Negative Declarations, Addendums, Environmental Impact Reports, Supplemental Environmental Impact Reports and combinations of above.

**B. Coastal Act Permitting Assistance**

Preparation of Coastal Development Permit applications for District projects. Includes any required Coastal Commissions studies (in addition to any CEQA documents already prepared), compliance assistance with Special Conditions/monitoring, attendance and presentation at Coastal Permit hearings.

**C. Biological**

General Biological – including habitat assessments

Focused Surveys

Maintenance and Monitoring of Least Tern Nesting habitat (including predator control)

**EXHIBIT A  
SCOPE OF WORK**

MSCP/MHCP Surveys and Compliance  
Wetlands and Jurisdictional Waters Delineations  
Biological Assessments/State and Federal Endangered Species Act Compliance  
Mitigation Plans  
Preparation of Habitat Mitigation and Monitoring Plans  
Mitigation site development meeting regulatory permitting agency requirements.  
Agency Coordination  
Construction Monitoring and Reporting  
Emergency Project Documentation and Reporting  
Maintenance and Monitoring in compliance with Coastal Commissions standards, including non-native vegetation removal, annual report preparation, additional plantings, soil modification, irrigation repair and maintenance, etc.  
Lake Maintenance and Monitoring including non-native vegetation removal, algae removal, water quality sampling, monthly/annual reporting.

**D. Cultural (CEQA and/or NEPA/NHPA)**

Archeological (including construction monitoring)  
Paleontological (including construction monitoring)  
Historical Resources

**E. Waters/Streambed Permitting**

Includes permit application processing for 401/404 permits as well as 1600 permits.

**F. Air Quality Analysis (including GHG Emissions and Climate Change Analysis)**

Includes the preparation of air quality technical reports. Preparation and calculation of facilities carbon footprint and GHG emissions. Climate change documents that address GHG emissions and ways to reduce.

**G. Noise Studies**

Includes noise monitoring of specific District events at up to three locations per event, provision of monitoring equipment, data interpretation and reporting for review comment by District staff.

**H. Community Impact Assessments/Socio-Economic**

Evaluation and determination of potential impacts to the local community from 22<sup>nd</sup> DAA development/operations as well as any potential socio-economic impacts.

**I. Housing/Affordable Housing**

Includes review, analysis and interpretation of site-specific housing reports/analyses including financial/economic analyses for housing.

**J. Sea Level Rise**

Includes preparation of sea level rise planning documents, sea level rise scenario analysis, and review/comment of City of Del Mar sea level rise planning documents. Preparation of a Coastal Resiliency Plan for District properties.

**K. Traffic and Parking Impact Assessments**

Includes preparation of various parking/traffic reports/memos for District projects as well as compliance with required parking/traffic monitoring reports for existing Coastal development

**EXHIBIT A  
SCOPE OF WORK**

permits, mitigation requirements, and other legally required studies. Currently there is one annual report required that analyzes parking availability for the annual Fair, Race Meets (summer and Fall); analysis of six local street segments, average traffic volumes on one Fair day, one Race meet day and one day in between the two events with analysis/interpretation and report drafting. This also includes the ability to provide staff to conduct parking counts at various street segments, within District parking lots and up to three off-site lots used only during the annual San Diego County Fair.

**L. Visual Impact Analysis**

Includes the ability to provide light and glare analysis and spill light analysis.

**M. Hazardous Materials/Initial Site Assessments**

Capabilities to perform site assessments for hazardous materials, report writing to document and action items/mitigation to resolve any issues that may arise.

**N. IGP/Phase 2 MS4/General Storm Water**

Guidance on, Preparation or Review of annual documents necessary for Industrial General Permit and Phase 2 Small MS4 permit and/or other Permits as required.

Assistance with inspections, annual compliance review and written assessments of District facilities and operations.

Preparation of or review of project specific SWPPPs, Staff/visitor/concessionaire Education and Training Materials, and other documentation as may be required.

**O. Landscaping/Revegetation/Habitat Restoration Plans**

Preparation of various planning documents and mapping for landscape projects, restoration projects and revegetation plans. Licensed landscape architect.

**P. Energy Studies**

Includes preparation of and/or assistance with preparation of an RFP to be used to solicit alternative energy and electric vehicle charging stations at District properties.

**Q. Project Management**

Includes, but not limited to, acting as environmental task manager.

**R. Public Outreach-**

Includes, but not limited to, developing project informational exhibits for public's awareness of District projects, organizing scoping meetings, attending 22<sup>nd</sup> DAA Board meetings, Coastal Commission hearings and other resource agency meetings/hearings.

**S. GIS Mapping/Graphics preparation/Survey**

In-house graphic artists for preparation of visual aids for projects. Project mapping.

Preparation of as-built documents. Survey crews to document property lines, draft plats and easement documents.

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

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the relevant invoices, the District agrees to compensate the Contractor in accordance with the method and rates outlined in the Financial Proposal Form.
- 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

**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.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of

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

perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if

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

these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 71110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees

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

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 maybe 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

(revised effective January 1, 2023)

### I. Evidence of Coverage

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

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

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

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

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

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

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

## **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.