



April 24, 2020

TO: PROSPECTIVE CONTRACTORS

SUBJECT: FAIR SHIRT SPECIFICATIONS
FOR THE BIG FRESNO FAIR
IFB #20-001

The 21st District Agricultural Association, Big Fresno Fair, is requesting interested firms to submit bids to provide shirts for the Big Fresno Fair. Bid Specifications and instructions for submitting them are enclosed. Sealed bids will be received on or before Friday, May 15, 2020, 2 p.m.

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

If you have any questions regarding these specifications, please contact Stacy Rianda, Deputy Manager II at (559) 650-3247.

Sincerely,

Stacy Rianda
Deputy Manager II

SR:ckja

Enclosures

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



WFA
MERRILL AWARD WINNER



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

IFB #20-001

**SPECIFICATIONS FOR
FAIR SHIRTS
FOR A THREE YEAR PERIOD (2020 - 2022)**

Contact Person: Stacy Rianda, Deputy Manager II

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

Date Issued: April 24, 2020

DEFINITIONS:

BIDDER	The individual, company, organization, or business entity submitting the proposal in response to the IFB.
DAA	Refers to the District Agricultural Association which is a State agency of the State of California and is not a local agency of government.
F&E	<p>Refers to the <i>Division of Fairs and Expositions</i>, Department of Food and Agriculture, which is a division of the agency of State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs.</p> <p>F&E is located at:</p> <p style="text-align: center;">2800 Gateway Oaks Dr., Room 257 Sacramento, CA 95833</p> <p>Mailing Address:</p> <p style="text-align: center;">1220 N Street Sacramento, CA 95814</p>
IFB	Invitation for Bid

TECHNICAL INFORMATION

A. BIDDER RESPONSIBILITY

Read the documents very carefully as the 21st DAA shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations or correct detected errors in calculations.

B. PURPOSE

The Board of Directors of the 21st District Agricultural Association, Big Fresno Fair, in releasing this IFB, intends to award a contract for the purpose of providing short sleeved crew neck t-shirts for various departments at the Big Fresno Fair for a three year period (2020-2022). The shirts can be a blend of polyester and cotton. All shirts will be in various sizes, as called for on attached Exhibit "A". **All Fair shirts to be delivered to the fairgrounds no later than the last Friday in August each year.** Successful bidder will be required to show samples and available colors before filling the order.

C. TENTATIVE SCHEDULE

IFB Released	April 24, 2020
Bids due at DAA's Administration Office no later than 2 p.m.	May 15, 2020
Contract Award	May 26, 2020
Notice of proposed award posted and mailed	May 27 – June 2, 2020
Date award to be final if no protest received	June 3, 2020
Shirts to be delivered to the Fair Office no later than	August 28, 2020

D. DELIVERY OF BIDS AND CONTACT PERSON FOR INFORMATION

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

Stacy Rianda, Deputy Manager II
21st District Agricultural Association
Big Fresno Fair, IFB #20-001
1121 S. Chance Avenue
Fresno, Ca. 93702
(559) 650-3247

E. INSTRUCTIONS TO BIDDERS

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

Each bid must be placed in a sealed envelope and clearly labeled, as stated in D above, in response to the IFB. The following items and all forms must be submitted where applicable or mandatory:

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

F. WORK STATEMENT AND TERMS AND CONDITIONS

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

The Fair is looking for short sleeved crew neck t-shirts for staff. These shirts can be a blend of polyester and cotton. All shirts will be in various sizes as called for on attached Exhibit “D”. **All Fair shirts to be delivered no later than the last Friday in August each year.** Successful bidder will be required to show samples and available colors before filling the order.

Fair Time:	1,294	Short sleeved crew neck t-shirts for various departments. Shirts may be a blend of polyester and cotton. Must be Jerzees brand or better and color to be determined annually. Sizes and quantity are subject to change each year. (EXHIBIT “D”)
Board of Directors:	7	The Big Fresno Fair is requesting high quality, microfiber camp shirts with short sleeves. Color to be determined. Must be Ultraclub or comparable brand and quality. (EXHIBIT “D”)
Optional Employee Purchase Shirts:		The Fair usually orders approximately 10 of the optional employee purchase shirts, 100% cotton, button-down denim or theme color shirts available in long sleeve, short sleeve, and sleeveless. Must be Port Authority or comparable brand with wide variety of colors. (EXHIBIT “D”)
Appliques:		T-shirts will have the fair theme logo screen printed or iron-on transfer on the front chest. (Attached) Logo will take up the whole chest area. Director’s shirts and optional employee purchase shirts will have the same logo embroidered on the front left chest.

G. CONTRACT AWARD

The contract must be awarded to the **lowest, responsible** bidder or all bids must be rejected. The DAA reserves the right to accept any or all of the lowest bid per item requested unless the bidder stipulates that their response is an all or nothing offer. If the lowest responsive bidder does not have the necessary quantity, the DAA may also award up to their specified needs in accordance to low bid (if applicable). Upon selection of a proposed bidder, a Notice of Award will be posted in public view for five (5) working days at the DAA's Administration Office. In addition, a copy of the Notice of Award will be mailed to each bidder.

H. BREAKING TIES

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

I. GROUNDS FOR REJECTION

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

J. RIGHT TO REJECT ANY OR ALL BIDS

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

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

1. Protest Procedures:

a. Standing and Grounds for Protests:

- (1) Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation) described in paragraph G.
- (2) All protests will be reviewed and decided on written submissions only.
- (3) Protests must be based only upon one or more of the following grounds:
- (4) The District violated a law or regulation; or
- (5) The District failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.

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

- (1) The District rejects all bids or proposals.
- (2) The protestant does not meet the requirements of paragraph 1.a. above.
- (3) The protest was not timely submitted.
- (4) The contract award is for a type of contract not subject to the protest procedures.

c. Procedural Requirements for Protests:

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

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

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

- (5) During the pendency of a valid protest, the contract may not be awarded until the protest is withdrawn or the District has rendered a decision.
- (6) The CEO of the District shall determine if the protest is in conformance with Paragraphs c. (1) through (3), inclusive. Further, the CEO may attempt to informally resolve protests to the satisfaction of all parties before proceeding with the protest.

In the event informal efforts to resolve the protest are not successful, the CEO, after determining that the protest is based on permissible grounds and filed in strict conformity with the procedural requirements, shall appoint a hearing officer. The hearing officer may request additional information and specify a time limit for submission of the information. The hearing officer shall determine the matter on all written submissions and submit a recommended written decision to the Board within thirty days of the final submission of evidence and legal authorities.

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

L. SMALL BUSINESS PREFERENCE

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

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

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

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

Certification Application

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

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

Office of Small Business and DVBE Services (OSDS)
ATTN: BDD Unit
707 Third Street
West Sacramento, CA 95605

M. INSURANCE (NOT-APPLICABLE)

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

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

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/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."

N. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

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

The Fair elects to include the DVBE Program Requirements for this solicitation but not the incentive.

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

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

FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

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

B. DOCUMENTS TO BE COMPLETED BY DAA

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

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

- Std. 213 (standard agreement).
- General Terms and Conditions (GTC 307) (Exhibit “B”)
- CCC -307

TECHNICAL BID FORM

BIDDER'S NAME:

FAIR:

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

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

Addenda No. _____
acknowledged

Bidder's initials _____ Received and

Addenda No. _____
acknowledged

Bidder's initials _____ Received and

Addenda No. _____
acknowledged

Bidder's initials _____ Received and

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

1. All attachments appropriately numbered
2. Other

BIDDER/CONTRACTOR STATUS FORM
Page 1 of 2

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

Address _____ Federal Employer ID# _____

City _____ State _____ Zip Code _____
(principal place of business)

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

___ Individual ___ Limited Partnership ___ General Partnership ___ Corporation

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

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

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

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

Corporation

Place and date of incorporation: _____

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

CURRENT OFFICERS:

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

BIDDER/CONTRACTOR STATUS FORM
Page 2 of 2

All must answer:

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

Fictitious Name _____

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

Small Business Preference:

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

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

Your small business ID number: _____

Pending Litigation or Hearings

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

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

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

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

(Print Name)

(Signature)

(Date)

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

**FINANCIAL PROPOSAL BID FORM
FAIR SHIRTS – IFB #20-001
(Page 1 of 3)**

Contractor's Name_____

INFORMATION: Bids are being accepted from firms to provide shirts for staff and the Board of Directors, as requested below.

The successful bidder will be required to provide samples and/or swatches and available colors before filling the order. Sizes of shirts requested for the various departments are listed on Exhibit "D" and are subject to change. **All Fair shirts to be delivered to the fairgrounds no later than the last Friday of August each year.**

FAIR TIME: 1294 Fair staff, short sleeved crew neck t-shirts; must be Jerzees brand or better and color to be determined annually. **(Exhibit "D" for sizes).**

BOARD OF DIRECTORS: 7 High quality, microfiber, short sleeved camp shirts; must be Ultraclub or comparable brand and quality. Must be available in Woman's sizes. **(Exhibit "D" for sizes).**

OPTIONAL EMPLOYEE PURCHASE SHIRTS: Short sleeve, long sleeve, or sleeveless button-down shirts. The exact quantity is unknown, but based on previous orders would be approximately 10 of the optional employee purchase shirts. Color to be theme color or denim. **(Exhibit "D" for sizes).**

PROPOSAL: Prices need to be quoted according to **Exhibit "D"**. **Prices to include tax and shipping charges. Grand total should reflect price for three year period (2020-2022). All screen printing and embroidery charges should be listed separately.**

**FINANCIAL PROPOSAL BID FORM
FAIR SHIRTS
(Page 2 of 3)**

Contractor's Name_____

			Quantity	Bid Price
1.	Short sleeved crew neck t-shirts	Fair Staff	1,294	\$_____
2.	High quality, microfiber, short sleeved camp shirts	Board of Directors	7	\$_____
3.	Long sleeve, short sleeve or sleeveless button-down cotton twill	Optional Employee Purchase	Approximately 10	\$_____
4.	Silk screening for Fair staff shirts in four colors.			\$_____
5.	Embroidery for Director shirts and employee purchase shirts in four colors.			\$_____
Tax and/or Shipping Charges:				\$_____
GRAND TOTAL for a three year contract (2020-2022):				\$_____

**FINANCIAL PROPOSAL BID FORM
FAIR SHIRTS
(Page 3 of 3)**

Are you claiming preference as a small business? ____Yes ____No

If yes, the bidder must submit the OSDS's Small Business Certification Approval Letter with this bid package; or has included in the bid package a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses.

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

FIRM NAME_____ TELEPHONE NUMBER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

Bidder certifies to the DAA that bidder has thoroughly familiarized self with the DAA facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed. By its signature on this proposal form, the bidder certifies that he/she has read and understood the IFB package including the information regarding bid protests. Further, bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the DAA in any manner.

SIGNATURE

TITLE

EXHIBIT “D”

FAIR STAFF SHIRT SPECIFICATIONS

The Big Fresno Fair is requesting a total number of 1,294 short sleeved crew neck t-shirts for Fair staff. Must be Jerzees brand or better and color to be determined annually. All shirts must be delivered to the fairgrounds no later than the last Friday of August each year. All shirts must be approved prior to production. Quantities below are subject to change.

Small	Medium	Large	X-Large	XX-Large	XXX-Large	XXXX-Large	TOTAL NUMBER
109	169	409	320	191	66	30	1,294

BOARD OF DIRECTORS SHIRTS:

The Big Fresno Fair is requesting a total number of 18, high quality microfiber, short sleeved camp shirts from Ultraclub or comparable quality. Must be available in women’s sizes. (Sizes subject to change).

	<u>Small</u>	<u>Medium</u>	<u>Large</u>	<u>X-Large</u>	<u>XX-Large</u>	<u>Total Number</u>
Men’s	0	2	1	1	1	5
Women’s	0	0	0	2	0	2

OPTIONAL EMPLOYEE PURCHASE SHIRTS:

These shirts will be short sleeved, long sleeved or sleeveless button-down shirts. We average approximately 10 of the optional employee purchase shirts each year. Must be available in theme color (changes annually) and denim.



FOOD
Family
& FUN!

‘Exhibit A’

INSURANCE REQUIREMENTS

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

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

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

III. Participant Waivers

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

Exhibit 'B'

General Terms and Conditions (GTC 04/2017)

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

'EXHIBIT C'

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

(Revision Date 9/03/09)

Please read the requirements and instructions carefully before you begin.

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

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

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

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

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

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

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

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

‘EXHIBIT C’

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

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

Method A1. Certified DVBE bidder:

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

Method A2. Non-DVBE bidder:

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

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

Other State and Federal Agencies, and Local Organizations

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

‘EXHIBIT C’

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

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

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

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

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

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

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

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

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RESOURCES AND INFORMATION

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

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

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

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

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

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

FOR:
List of potential DVBE subcontractors

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

FOR:

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

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

FOR:

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

Commercially Useful Function Definition

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

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

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

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

'EXHIBIT C'

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

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

SECTION 1

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

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

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

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

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

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/ Manager)	_____ (Date Signed)
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_____ (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)
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_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)
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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)
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BIDDER DECLARATION

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

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

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

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

BIDDER DECLARATION Instructions

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

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

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

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

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

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

Enter "N/A" if the:

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

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

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

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