



**State of California
California Exposition & State Fair**

REQUEST FOR PROPOSAL

WASTE MANAGEMENT SERVICES
CSF-20-1155

September 24, 2020

You are invited to review and respond to this Request for Proposals (RFP), entitled Waste Management Services, #CSF-20-1155. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with California Exposition & State Fair (Cal Expo) will include by reference State of California General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of California Exposition & State Fair, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Heidi Turpen
Contracts Office
916-274-0699
HLTurpen@caexpo.com

Please note that no *verbal* information given will be binding upon Cal Expo unless such information is issued in writing as an official addendum.

Thank you for your interest in the California Exposition & State Fair.

Heidi Turpen

Heidi L. Turpen
Contract Officer

CALIFORNIA EXPOSITION & STATE FAIR

P.O. Box 15649 • Sacramento, CA 95852-1649 • State of California • Gavin Newsom, Governor

A. Purpose and Description of Services

Introduction: Over the course of the year on the California Exposition & State Fair (Cal Expo) grounds, the site of the annual California State Fair, a considerable number of activities are held which generate substantial quantities of paper and plastic products, with a lesser volume of cans, bottles, hard objects and other trash. Such refuse does not include any regulated toxic material, which requires special handling.

Cal Expo is soliciting proposals from firms to provide expert management services to help Cal Expo eliminate, reduce, re-use, and recycle materials and, as a last resort, dispose of waste generated at the facility. The services include basic container service, hauling, and processing/marketing/disposal, but emphasis will be on services that improve Cal Expo's resource efficiency beyond traditional waste and recycling hauling. In addition, contractor provides equipment and expertise to allow Cal Expo to meet any state mandated waste diversion.

Overview of Current Solid Waste Management

The table on page 3 provides Cal Expo's waste/recycling service level and solid waste and recycling volume, based on 2019 data.

Cal Expo's trash infrastructure consists of two 40-yard compactors serviced on an on-call basis as its capacity is reached; one is rented and the other is owned by Cal Expo. Loose waste is collected in 10, 25, 30 and 40-yard, vendor supplied, open containers serviced on an on-call basis as their capacity is reached. The 40-yard compactors handle over 20% of Cal Expo's annual trash tonnage, including non-recycled paper, corrugated cardboard, organics (e.g., food, textiles, and wood, excluding hazardous waste), plastics and other materials. The open containers are used for periodic waste consisting of construction and demolition debris, scrap wood and pallets, green waste, old furniture, bulk items, and event refuse. Trash is collected daily by Cal Expo custodial staff and transported to four (4)-yard vendor leased containers. These containers are transported by Cal Expo staff on a five (5)-bin vendor leased trailer to one of the 40-yard compactors.

Under normal operating circumstances and prior to the COVID-19 pandemic restrictions, sixty percent of Cal Expo's yearly waste is generated in the 30 days around the annual California State Fair. Ninety percent of the refuse generated during the State Fair period is hauled out in vendor supplied front loaders and bins. During the past 17-day run of the State Fair, vendor dumping is accomplished twice a day at 5:00 PM and then during the graveyard shift. (The 2021 State Fair has not been scheduled and dates are TBD. Dates in future years may be similar.) The 5:00 PM dump is eliminated on Mondays through Wednesdays. Cal Expo staff hauls refuse to bins and pull bins from enclosures for vendor dumping.

**** However, since the percentages and volume is based on the large 17-day event at Cal Expo from previous years, Cal Expo does not guarantee the tonnage, volume or levels of service for refuse removal or waste management services for 2021 or future years under this solicitation or resulting contract.**

The current recycling program focuses on E-waste, cardboard, metal, wire, mixed paper, glass, and plastic beverage containers. The cardboard recycling system uses vendor supplied towable bins placed throughout the facility. Cal Expo staff transports bins as needed to a 40-yard vendor supplied compactor serviced on an on call basis. Beverage containers are handled by the Sacramento Local Conservation Corps (SLCC). They place the collection barrels and collect the plastic bottles. Recycling of this material could become part of this agreement in the future if the SLCC is unable to continue providing this free service. Collection would be handled by Cal Expo and hauling and redemption would be handled by the contractor. Compacted mixed stream recycling is included in the services provided in this agreement. Metal is also hauled presently in a 40-yard comingled container serviced on an on-call basis as its capacity is reached.

The final component is universal wastes and sharps. The current waste company provides tubs, barrels, mailers, and other containers to pack waste and then charges various fees for disposal.

Because of the daily fluctuations in volume of refuse, there is no pre-set schedule for removal; however, critical deadlines must be met, particularly during the peak activity of the annual California State Fair. * Due to the COVID-19 restrictions, the requirements and deadlines may change for the annual State Fair and will be mutually agreed upon in advance by Contractor and Cal Expo.

The exact quantities of refuse removal requirements for the term of the agreement are impossible to establish; however, the following chart is provided for the information of prospective bidders, showing the refuse collected in 2019. Uncompacted refuse includes recyclable waste. These items need to go to an approved recycling center.

Volume of Refuse Removed in 2019

ESTIMATES ONLY

	Uncompacted (tons)	Compacted (tons)	Cardboard (tons)	Frontload (tons)
January	92.19	46.38	4.94	
February	53.31	35.08	9.41	
March	57.59	40.60	2.40	
April	43.24	21.65	3.08	
May	88.65	51.94	5.87	
June	81.28	41.42	8.01	
July	110.76	16.65	23.66	275.71
August	81.28	31.44	2.51	
September	52.56	16.16	3.89	
October	28.09	30.58	4.58	
November	68.00	26.19	7.62	
December	60.04	18.60		
TOTAL	816.99	376.69	75.97	275.71

Scope of Work: The successful proposer shall be required to provide services included in this Scope of Work.

Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to provide refuse removal service for the Cal Expo grounds including:

1. Pursue, with Cal Expo's approval, continuous improvement in resource efficiency (waste reduction, reuse, recycling/composing) by taking a lead role to identify, design, and implement innovative, cost-effective means to reduce waste generation and increase diversion at the facility.
2. Optimize current hauling, garbage disposal, recycling operations, and services to reduce overall waste management system costs, while meeting all waste and confidentiality regulations.
3. Provide detailed waste/recycling reports and billing/invoicing to support Cal Expo's waste reduction goal setting and performance tracking.
4. Collaborate with Cal Expo staff from various departments to implement the waste management program. This includes conducting educational outreach and/or training as necessary on aspects of the waste management program including but not limited to recycling procedures, proper waste segregation, and waste minimization.
5. Equipment: The equipment listed below has been required in the past. Equipment needs may change depending on the successful proposer's waste management plan.
 - a) Compactor: Provide and install, on a monthly rental basis, two (2) compactors (one for cardboard and one for waste) to be used as follows:
 - 4 cu. yd. capacity
 - Compactor/receiver container, 40 cu. yd. capacity (minimum 160 cu. yd. uncompacted capacity)
 - Side loading
 - Equipped with adequate safeguards against operation by unauthorized persons
 - Dumping mechanism to allow bins to be dumped into compactor/receiver
 - Designed for site provided by Cal Expo

Compactor will be located on a site selected and provided by Cal Expo at no cost to Contractor, including:

- 1) Suitable base, either 6" reinforced concrete or asphaltic concrete, level to surrounding grade, with a minimum of 40' tractor access in front of compactor.
- 2) Electrical power at source, consisting of 208/230 volt, 3-phase, at 30 amps.
- 3) Installation of compactor, including utility hook-ups and connecting lines, will be the responsibility of the Contractor.

- 4) All equipment and installations will meet all safety standards, including state, county, and local codes, and be approved as required by inspectors of the Division of Industrial Safety and Cal OSHA.
 - 5) Cal Expo or its concessionaires will deliver trash to compactor and operate it as necessary.
 - 6) Contractor agrees to provide Cal Expo staff and/or concessionaires with instructions and training in the safe and proper operation of the units, preferably using a DVD taped instruction or on-site instruction semi-annually.
- b) Waste Containers/Bin Trailer: Following are the basic bin requirements. All containers must be identified by a permanent identification number, and such number shall be provided to Cal Expo's Event Services Manager upon dispatch by the Contractor. All 2, 3, 4, 5, and 6 yd. containers must be set up to fit dump mechanism on compactors.
- 1) Year-round
 - (a) Front-Loading Bins (compacted refuse including cardboard): On a monthly rental basis, Contractor shall supply 80 front-loading bins with 4-yd. capacity. Each bin must have wheels and lids. Bins must be painted each year for the California State Fair.
 - (b) On a monthly rental basis, Contractor shall supply 20 4-yd. tote cart bins (labeled with "Glass & Plastic" on all sides).
 - (c) Cal Expo employees will deliver the bins to the various locations on the grounds, pick them up when full, and empty them into compactor. This operation takes place daily, with the volume varying according to scheduled events or other needs. This system allows Cal Expo to service events effectively and in a timely manner.
 - (d) Bin Trailer: Contractor must provide a new (no more than 3 months old) bin trailer with a hitch adapter, which will haul five front-loading bins (to be used by Cal Expo employees).
 - (e) Roll-off Containers (uncompacted refuse): At no charge to Cal Expo, Contractor shall supply various sizes and quantities of roll-off containers, which are normally kept at certain points on the grounds. The current use is as follows:
 - Three (3) 40-yd. containers
 - Ten (10) 25-yd. containers
 - One (1) 10-yd. containers

- (f) Additional containers are provided for special projects or events on the grounds and must be emptied and returned in a timely manner (normally next-day service unless specified sooner).

2) State Fair**

- (a) Contractor shall provide an additional ninety (90) containers for the State Fair period, in quantities similar to the following, on a rental basis:
- Sixty (60) 4-yd. with wheels, lid
 - Thirty (30) 6-yd. no wheels, with lid
- (1) These containers are to be delivered before the State Fair and picked up afterwards as requested.
- (2) During the course of the State Fair, the refuse generated is dumped into the 180 containers as needed and dumped on-site by a front-loading truck between the hours of 3:00 AM to 10:00 AM daily. Additionally, refuse is dumped between the hours of 4:00 PM to 7:00 PM, Friday through Sunday, as directed by Cal Expo staff.
- (3) The compactor and various roll-off containers are dumped as needed between 6:00 AM to 9:00 AM daily.
- (4) Times may be changed by Cal Expo with written notice to Contractor.

** The annual State Fair may not occur in the same format and duration as previous years. Therefore, the volume, duration and specifications may not be required as stated above throughout the term of this Agreement.

- (b) Alternate Equipment: Proposers may offer equipment of different size or capacity, which they deem to be comparable in function. Description of such equipment must be furnished with bid. Proposers should be aware that considerations such as extra work hours to haul a larger quantity of smaller bins, available room to store larger bins, etc., must be weighed in evaluating deviations from the specifications. Such alternate equipment should be described on a separate sheet and attached to Cost Sheet. Price must be shown on Cost Sheet.

6. Maintenance and Repair of Equipment

- a) Contractor shall maintain all equipment in serviceable, safe, presentable, and sanitary condition, and Cal Expo reserves the right to exclude from the grounds any equipment not meeting this criteria. All equipment shall be Cal/OSHA approved and all electrical equipment shall be watertight.

- b) Contractor shall assume full responsibility for repairs to all equipment supplied and shall keep equipment in good working order at all times through the complete term of the contract.
- c) Contractor agrees to complete repairs within a reasonable period of time and to begin repairs, day or night, no later than two (2) hours from the time of notification by Cal Expo. Cal Expo's representative will at all times try to arrange for non-urgent repairs to be made during regular working hours of 8:00 AM to 5:00 PM.
- d) In the event, compactor is inoperative in excess of four (4) hours; Contractor shall provide alternate means of trash disposal to the satisfaction of Cal Expo. Costs to Cal Expo shall not exceed that for the compaction process.
- e) Preventive maintenance shall be performed on a regularly scheduled basis by Contractor to keep all equipment in proper operating condition. Remedial maintenance shall be performed by Contractor on an as-needed basis to keep the equipment operating until permanent repairs are made.

7. Operating Conditions

- a) Contractor will remove refuse containers on the same day of request. Requests will be made between 7:00 AM and 2:00 PM on regular workdays except during the annual State Fair when earlier or later pickups may be required, or in extreme emergency or by mutual agreement. Empty containers will be replaced within one (1) hour from the time of removal. Contractor agrees that it shall be due no compensation for removal of any container after such deadlines.
- b) Any and all requests for empty containers or for pick-up of full containers will be coordinated by Cal Expo's Event Services Manager, and Contractor is directed to honor only requests for service from the Event Services Manager or his designated representative. The office of the Event Services Manager will be responsible not only for coordinating service of the Contractor, but also authorizing release and sign-off of any and all containers being removed from the grounds.
- c) Contractor shall have a qualified representative available to Cal Expo at all times. Said representative shall be responsive to operating requirements and schedules.
- d) Contractor's personnel shall, at all times, be responsive to the requirements and directives of Cal Expo and shall comply with all rules, regulations, procedures and controls set forth by Cal Expo.
- e) Contractor shall conform to use of the premises in a manner so as not to cause interference upon rights and privilege of any other contractor, exhibitor or concessionaire of Cal Expo, and to cooperate with Cal Expo and/or other contractors responsible for related activities, such as wet garbage pick-up, insect control, recycling activities, etc.

- f) Contractor and Contractor's employees shall enter and exit the grounds at Gate 12, located at Ethan Way and Hurley Way, and use routes of access on grounds as designated and redesignated by Cal Expo.

8. Special Provisions

- a) In the event of inadequate performance by Contractor, Cal Expo shall have the right and option to perform necessary services and to deduct from Contractor's payment any costs incurred as a result of performing these services.
- b) Contractor shall be liable for any damage it causes to Cal Expo's property. Such damage must be immediately repaired or otherwise remedied to the complete satisfaction of Cal Expo. At Cal Expo's discretion, such damage may be remedied by Cal Expo at Contractor's expense, with associated costs deducted from payment due Contractor.
- c) Contractor shall not create any condition such as dust, debris, etc., to any undesirable extent. Cal Expo reserves the right to make final decision on any matters arising from violations of this condition.
- d) Contractor shall ensure that all services are performed in compliance with all city and county noise abatement laws, ordinances, and regulations.
- e) In the event Contractor provides containers on the grounds not covered by this agreement, Contractor shall furnish such containers in a consistently different color from those furnished Cal Expo under this agreement, and the Event Services Manager is to be advised by Contractor regarding color selection.
- f) Contractor is advised that all personnel requiring entry to the grandstand or backstretch areas of the racing facility during a race meet may require licensing by the California Horse Racing Board.
- g) Should Cal Expo determine, for any reason, that a person employed by Contractor for services under this agreement is unacceptable, Contractor shall remove said person from the grounds within one (1) hour after notification and said person shall be barred from working in any capacity under this agreement. Violation of this condition may constitute grounds for termination of the agreement.

9. Term: Term of this agreement is January 1, 2021, through December 31, 2023.

10. Payment: Payment will be made, in arrears, not more frequently than monthly, upon satisfactory completion of services and approval of invoices.

B. Minimum Qualifications for Proposers

1. Proposers must have a minimum of five (5) years' experience performing waste management services, which include waste disposal and recycling/resource efficiency.
2. Proposers must have a minimum of five (5) industrial customers.

C. Proposal Requirements and Information

1. Key Action Dates

<u>Event</u>	<u>Date</u>
Final Date for Proposal Submission	October 8, 2020; 2:00 PM
Notice of Intent to Award (tentative)	October 14, 2020
Proposed Award Date (tentative)	October 21, 2020

2. Required Proposal Content

- a) Proposal/Proposer Certification Sheet (Attachment 1): This form is self-explanatory.
- b) Minimum Qualifications Certification (Attachment 2): The proposer must complete the Minimum Qualifications Certification certifying that the proposer satisfies all minimum qualifications and requirements. Failure to certify satisfaction may result in the rejection of the proposal.
- c) Proposer's Qualifications
 - (1) Submit a company profile describing the firm's experience and qualifications for the services included in this RFP.
 - (2) Submit résumés of technical staff, including description of qualifications.
 - (3) Provide a summary and any reports available describing the firm's environmental health and safety experience and record.
 - (4) Provide a description of how any waste reduction services were accomplished by the firm.
 - (5) References (Attachment 3): Submit references of similar accounts (past or present) where waste management reduction services were provided. References will be checked and responses received will be reflected in the

scoring of the proposal. This information is mandatory; however, the information may be submitted in a format other than the form provided.

d) Waste Management Plan

- (1) Provide description of firm's strategic planning as it relates to achieving program objectives, purpose, and scope of services for this project.
- (2) Provide a written plan describing the firm's plan for reducing Cal Expo's costs by optimizing hauling, garbage disposal, and recycling operations.

e) Customer Service

- (1) Provide a written description of the firm's proposed transition plan that minimizes impact on facility operations.
- (2) Submit written description of current customer communications practices and plan.

f) Cost Sheet (Attachment 4): Provide a quotation of costs to Cal Expo for services as described in this RFP.

g) California Civil Rights Law Certification (Attachment 5) for bids over \$100,000.

h) Additional Information: Along with the mandatory requirements, the proposer may also include any other relevant information or pertinent exhibits.

3. Submission of Proposal:

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and received by Cal Expo by dates and times shown in Section C, Proposal Requirements and Information. Delivery to a post office box does not constitute being received by Cal Expo. Proposals received after this date and time will not be considered.
- d) Two (2) copies (original plus one copy) of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be

signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

Heidi Turpen
Contracts Manager
California Exposition & State Fair
PO Box 15649
Sacramento, CA 95852
RFP # CSF-20-1155
Waste Management Services
DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries

Heidi Turpen, Contracts Manager
California Exposition & State Fair
PO Box 15649
Sacramento, CA 95852

Hand Deliveries

(UPS, Express Mail, Federal Express)
Heidi Turpen, Contracts Manager
California Exposition & State Fair
1600 Exposition Boulevard
Sacramento, CA 95815

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Cal Expo may reject any or all proposals and may waive any immaterial deviation in a proposal. Cal Expo's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to Cal Expo.
 - l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
 - m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
 - n) A proposer may withdraw its proposal by submitting a written withdrawal request to Cal Expo, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
 - o) Cal Expo may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
 - p) Cal Expo reserves the right to reject all proposals. Cal Expo is not required to award an agreement.
 - q) Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
 - r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
 - t) Cal Expo does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
 - u) No oral understanding or agreement shall be binding on either party.
4. Evaluation Process
- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation: The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
Proposer’s Qualifications.....	30
• Firm’s experience and ability to perform services required	
• Qualifications of technical staff	
• Environmental health and safety experience and record	
• Performance in waste reduction of similar facilities	
Proposer’s Waste Management Plan	25
• Plan for reducing Cal Expo’s costs by optimizing hauling, disposal, and recycling operations	
Customer Service	20
• Proposed transition plan that minimizes impact on facility operations	
• Communication Practices	
Cost Proposal	25
• Cost for waste removal (see Attachment 4)	
• Cost reductions proposal for total waste management system as a result of recycling plan	
TOTAL POSSIBLE POINTS.....	100

5. Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of California Exposition & State fair, 1600 Exposition Boulevard, Sacramento, CA for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with Cal Expo and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has

been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and Cal Expo a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

6. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of Cal Expo and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

7. Agreement Execution and Performance

- a) Performance shall start not later than the express date set by Cal Expo and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to Cal Expo for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D. Preference Programs

1. Small Business Preference: Section 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. Complete information can be found at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. Questions regarding the preference approval should be directed to the Office of Small Business & Disabled Veteran Business Services through the above link or at 916-375-4940.
2. Disabled Veteran Enterprise Program (DVBE):
 - a) This RFP includes the DVBE requirements. An explanation of the DVBE requirements can be found at www.pd.dgs.ca.gov/dvbe. Select “Small Business & Disabled Veteran Business Ent. (SB/DVBE).”
 - b) DVBE Incentive: In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to proposers who provide DVBE participation.
 - (1) Cal Expo shall apply an incentive to proposals that include California certified DVBE participation as identified in Attachment 4b, DVBE Incentive Application Request
 - (2) For the purposes of this RFP, the amount of DVBE incentive applied will be three percent (3%) of the total possible points. In order to receive the incentive, proposers must commit to a minimum of three percent (3%) DVBE participation in the services to be provided.
 - (3) The DVBE firm(s) selected must provide a “Commercially Useful Function” as required under Military and Veterans Code section 999.9 and Government Code section 14842.
 - (4) If the incentive is claimed, submit Attachment 4a and Attachment 4b, included with this RFP, with the proposal. The incentive cannot be claimed if these forms are not included with the proposal.
 - c) There are two methods of meeting the DVBE participation requirements:
 - (1) If the proposer is a non-DVBE firm: Commit to use DVBEs for three percent (3%) of the dollar amount specified in the of the proposal; or
 - (2) If the proposer is a DVBE firm: Commit to perform not less than three percent (3%) of the dollar amount specified in the proposal with its own forces or in combination with other DVBEs.

E. Required Attachments

A complete proposal package will consist of the ALL items identified paragraph C.2,
Required Proposal Content.

ATTACHMENT 1

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
E-mail address:		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 2

Minimum Qualifications Certification

The Proposer must meet the following minimum qualifications, to Cal Expo's satisfaction, to be given further consideration for a contract award. The Proposer must certify in writing, by signing this certification, that the firm meets the applicable minimum qualifications. Failure to satisfy the minimum qualifications, based on Cal Expo's sole judgment, will result in the immediate rejection of the proposal.

1. Proposers must have a minimum of five (5) years' experience performing waste management services, which include waste disposal and recycling/resource efficiency.
2. Proposers must have a minimum of five (5) industrial customers.

Name of Firm

Proposer's Authorized Signature

Printed Name

Title

Date

ATTACHMENT 3

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment (or an attachment in a different format which includes the required information) with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three references for services performed, within the last five years, which are similar to the scope of work to be performed in this agreement.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4 (page 1 of 3)

COST SHEET

Name of Proposer: _____

Signature of Proposer: _____

Provide waste and recycling service costs below for the duration of the agreement based on the service level in Exhibit A. Cost proposal includes all expenses related to completing the work described in this RFP.

NOTE: * Cal Expo does not guarantee the current estimated tonnage or levels of service (see Exhibit A) over the life of the agreement. It is Cal Expo’s intent with a waste management program to increase diversion such that land filled tonnages and waste hauling service will decrease while recycling service will increase over the agreement period.

	Year One (Jan. 2021 – Dec. 2021)		
	Unit Cost	Estimated No. Units *	Subtotal
Uncompacted Refuse Waste Removal	\$	323 tons	\$
Compacted Comingled Recyclable Removal	\$	76 tons	\$
Compacted Refuse Removal	\$	379 tons	\$
Front Loader Removal	\$	276 tons	\$
Green Waste Removal	\$	310 tons	\$
Wood Waste Removal	\$	135 tons	\$
Scrap Metal Removal	\$	34 tons	\$
Inert Material Removal	\$	56 tons	\$
Food Waste Removal	\$	5 tons	\$
Covered Electronic Waste Removal	\$	8 tons	\$
Compactor/Receiver Rental (refuse)	\$	Per month x 12	\$
Compactor/Receiver Rental (recycling)	\$	Per month x 12	\$
Bin/Trailer Rental (80 4-cu. yd. bins plus one trailer per specifications)	\$	Per month x 12	\$
Towable Bins (20 4-cu. yd. bins)	\$	Per month x 12	\$
Coated Electrical Wire	\$	2 tons	\$
Additional Fair-time bin rental (see specifications)	\$	Fair Period	\$
Total Waste Collection and Disposal Cost – Year One (2021)			\$

ATTACHMENT 4 (page 2 of 3)

Name of Proposer: _____

Signature of Proposer: _____

Provide waste and recycling service costs below for the duration of the agreement based on the service level in Exhibit A. Cost proposal includes all expenses related to completing the work described in this RFP.

NOTE: * Cal Expo does not guarantee the current estimated tonnage or levels of service (see Exhibit A) over the life of the agreement. It is Cal Expo’s intent with a waste management program to increase diversion such that land filled tonnages and waste hauling service will decrease while recycling service will increase over the agreement period.

	Year Two (Jan. 2022 – Dec. 2022)		
	Unit Cost	Estimated No. Units *	Subtotal
Uncompacted Refuse Waste Removal	\$	323 tons	\$
Compacted Comingled Recyclable Removal	\$	76 tons	\$
Compacted Refuse Removal	\$	379 tons	\$
Front Loader Removal	\$	276 tons	\$
Green Waste Removal	\$	310 tons	\$
Wood Waste Removal	\$	135 tons	\$
Scrap Metal Removal	\$	34 tons	\$
Inert Material Removal	\$	56 tons	\$
Food Waste Removal	\$	5 tons	\$
Covered Electronic Waste Removal	\$	8 tons	\$
Compactor/Receiver Rental (refuse)	\$	Per month x 12	\$
Compactor/Receiver Rental (recycling)	\$	Per month x 12	\$
Bin/Trailer Rental (80 4-cu. yd. bins plus one trailer per specifications)	\$	Per month x 12	\$
Towable Bins (20 4-cu. yd. bins)	\$	Per month x 12	\$
Coated Electrical Wire	\$	2 tons	\$
Additional Fair-time bin rental (see specifications)	\$	Fair Period	\$
Total Waste Collection and Disposal Cost – Year Two (2022)			\$

ATTACHMENT 4 (page 3 of 3)

Name of Proposer: _____

Signature of Proposer: _____

Provide waste and recycling service costs below for the duration of the agreement based on the service level in Exhibit A. Cost proposal includes all expenses related to completing the work described in this RFP.

NOTE: * Cal Expo does not guarantee the current estimated tonnage or levels of service (see Exhibit A) over the life of the agreement. It is Cal Expo’s intent with a waste management program to increase diversion such that land filled tonnages and waste hauling service will decrease while recycling service will increase over the agreement period.

	Year Three (Jan. 2023 – Dec. 2023)		
	Unit Cost	Estimated No. Units *	Subtotal
Uncompacted Refuse Waste Removal	\$	323 tons	\$
Compacted Comingled Recyclable Removal	\$	76 tons	\$
Compacted Refuse Removal	\$	379 tons	\$
Front Loader Removal	\$	276 tons	\$
Green Waste Removal	\$	310 tons	\$
Wood Waste Removal	\$	135 tons	\$
Scrap Metal Removal	\$	34 tons	\$
Inert Material Removal	\$	56 tons	\$
Food Waste Removal	\$	5 tons	\$
Covered Electronic Waste Removal	\$	8 tons	\$
Compactor/Receiver Rental (refuse)	\$	Per month x 12	\$
Compactor/Receiver Rental (recycling)	\$	Per month x 12	\$
Bin/Trailer Rental (80 4-cu. yd. bins plus one trailer per specifications)	\$	Per month x 12	\$
Towable Bins (20 4-cu. yd. bins)	\$	Per month x 12	\$
Coated Electrical Wire	\$	2 tons	\$
Additional Fair-time bin rental (see specifications)	\$	Fair Period	\$
Total Waste Collection and Disposal Cost – Year Three (2023)			\$

GRAND TOTAL Waste Collection and Disposal Cost (total of 3 totals above)	\$
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Percentage to be paid to Cal Expo for over/under for compacted cardboard _____ % per ton

ATTACHMENT 5

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:

1. **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
2. **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).

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

ATTACHMENT 6a

DVBE Subcontractor Incentive Request

List each certified DVBE that will be subcontracted with. To be granted an incentive, total DVBE subcontractor use must equal at least three percent (3%) of the total price or cost offered. Each named subcontractor must be actively certified as a DVBE by the proposal submission due date and must acknowledge their participation as claimed herein via a DVBE Subcontractor Acknowledgement form (Attachment 6b). **Attach to this form an acknowledgement (Attachment 6b) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of DVBE Subcontractor			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
DVBE Certification No.	Participation Dollar Value \$	Committed % of Total Proposal Amount %	
Brief Description of the commercially useful function(s) to be performed and/or provided:			

Name of DVBE Subcontractor			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
DVBE Certification No.	Participation Dollar Value \$	Committed % of Total Proposal Amount %	
Brief Description of the commercially useful function(s) to be performed and/or provided:			

This form may be photocopied or reproduced in a like form for use in a proposal.

ATTACHMENT 6b

DVBE Subcontractor Acknowledgement

Name of Proposing Firm/Prime Contractor
Total Dollar Value of Subcontractor Use \$

This document confirms and acknowledges that the firm named below agreed to be identified by a proposing firm as a proposed DVBE subcontractor. Subcontractor acknowledgements:

1. The subcontracting firm named herein has committed to perform or provide services/labor equal to a percentage of the total cost proposal price submitted by the bidding firm named above.
2. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
3. The subcontracting firm named herein agrees to provide the following subcontracted services/labor under the resulting contract if the bidding firm named above receives the contract award:
(Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor identified herein will provide.)

The subcontracting firm named herein understands it is its sole responsibility to contact the proposing firm named above to learn if the proposer was awarded the contract and to confirm its subcontract agreement. If the proposing firm named above receives an award based in part on the DVBE subcontractor incentive, the proposing firm is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to public Contract Code section 4107 and Title 2, California Code of Regulations section 1896.10 and Military and Veterans Code section 999.5(a).

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow Cal Expo to confirm this information, if deemed necessary.

Name of Proposed Subcontractor	Telephone Number ()
Signature of Subcontractor Representative	Date
Printed Name	Title

Sample Standard Agreement

General Contract Provisions

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).)

Special Terms and Conditions

1. **GENERAL LIABILITY INSURANCE:** At all times Contractor shall maintain at its own cost and expense commercial general liability insurance coverage with minimum limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage and cover damages for bodily injury, property damage, personal injury liability, and products and completed operations liability. The general liability insurance coverage shall include the following provisions:
 - a. State of California, California Exposition & State Fair, its agents, officers, directors and employees, are made additional insured but only insofar as the operations under this agreement are concerned.
 - b. Cal Expo shall not be responsible for the payment of any premiums or assessments on the policy.
 - c. Contractor shall submit insurance certificates to Cal Expo for approval by appropriate agencies prior to the commencement of operation on the premises. At least thirty (30) days prior to the expiration of any policy, a new insurance certificate with renewal information shall be filed with Cal Expo. Contractor shall furnish Cal Expo a certified copy of the policy within ten (10) days upon request.
 - d. Certificate of Insurance and/or policy must cover for the term of the agreement including the period described as set-up and clean-up period, if any.
 - e. Contractor agrees that the liability insurance herein provided shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Contractor agrees to provide the California Exposition & State Fair, PO Box 15649, Sacramento, CA 95852, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year or the remainder of the term of this agreement. New Certificates of Insurance are subject to the approval of the California Exposition & State Fair and Contractor agrees that no activity by Contractor contemplated by this agreement be performed after the insurance expires and prior to the giving of such approval. In the event Contractor fails to keep in effect at all times during the term of this agreement the insurance coverage as herein provided, Cal Expo may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
2. **WORKERS' COMPENSATION INSURANCE:** Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. Contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

3. PROPERTY INSURANCE: At all times Contractor shall maintain at its own cost and expense all-risk property insurance coverage on the buildings, improvements, fixtures, furnishings, equipment and all other personal property, including supplies of the Contractor on the premises, on replacement of the property in event of loss.
4. AUTOMOBILE LIABILITY INSURANCE: At all times Contractor shall maintain at its own cost and expense automobile liability insurance coverage with limits not less than \$1,000,000 combined single limit per accident.
5. POTENTIAL SUBCONTRACTORS: Nothing contained in this agreement or otherwise shall create any contractual relation between Cal Expo 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 Cal Expo 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 Cal Expo's obligation to make payments to the Contractor. As a result, Cal Expo shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
6. DAMAGE TO EQUIPMENT: Cal Expo does not have responsibility for loss or damage to Contractor's property arising from causes beyond the control of Cal Expo.
7. MEGAN'S LAW: Prior to start of work, Contractor shall provide Cal Expo with a list of all individuals, including any subcontractors, ages 18 and over who have access to the Cal Expo premises by completing Cal Expo's Megan's Law Form. All such individuals will be checked by Cal Expo's authorized representative in accordance with the Megan's Law Sex Offenders file.
8. DRONE POLICY: In order to protect the safety, security, privacy, and property interests of Cal Expo, its employees, agents, contractors, and the public, any operation or use of unmanned aircraft systems, remote or radio controlled model aircraft of all types, shapes, and sizes, or any other similar type devices (collectively "Drones") is prohibited on the premises of Cal Expo or within the Cal Expo's air rights, without prior written approval from Cal Expo. Please be advised that violation of this policy will result in immediate ejection from Cal Expo's premises and may subject the violator to a criminal trespass warning or arrest for those who fail to comply.