



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

INVITATION FOR BID

**PORTABLE TOILET RENTAL
CSF-09-1014**

October 19, 2009

You are invited to review and respond to this Invitation for Bid (IFB), entitled Portable Toilet Rental, #CSF-09-1014. In submitting your bid, 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 IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Jan Risso
Contracts Office
916-263-4042
jrisso@calexpo.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.

Jan Risso

Jan Risso
Contracts Manager

CALIFORNIA EXPOSITION & STATE FAIR

P.O. Box 15649 • Sacramento, CA 95852-1649

State of California • Arnold Schwarzenegger, Governor

A. Purpose and Description of Services

Over the course of the year on the California Exposition and State Fair (Cal Expo) grounds, the site of the annual California State Fair, a large number of activities and events are held which require a considerable number of portable toilets and hand wash stations.

- Contractor will provide, on a weekly rental basis, portable toilets and hand wash stations for use on an as-needed basis on the Cal Expo grounds. Bid price submitted must include initial service of unit.
- As needed, Contractor will provide, on a monthly rental basis, portable toilets for use on the Cal Expo grounds. Bid price submitted must include one service call per week.

Estimated quantities for one year are provided on the bid form as a general guideline and for comparison of bids, but no guarantee is made as to the actual quantity that will be requested by Cal Expo over the course of any year.

Contractor must guarantee delivery of requested equipment within four (4) hours of notice by Cal Expo representative. The rental period is seven (7) calendar days beginning on the date of delivery. Equipment is picked up the day after the rental period. Billing for such rentals shall be detailed by each 30 calendar day period. The invoice must include the following: delivery date; number of units requested; number of services requested; and cost per unit rented. Additionally, monthly rentals shall be listed by location and billed each 30-day period.

Units are to be serviced by Contractor upon delivery, except for the State Fair rental period. Rates for extra service calls requested by Cal Expo are bid separately.

State Fair Period: This period is bid separately. The California State Fair runs for approximately 18 days during the summer each year. The 2010 California State Fair will be held July 14 through August 1. For purposes of this agreement, the "State Fair" rental period begins five (5) days before the Fair and ends on the last day of the Fair, with equipment picked up the day after the last day. Service during the 18 days of the State Fair must be made on a daily basis. Billing for the State Fair period must be made separately from other billings for that month(s).

Prices bid by Contractor include delivery, pick-up, servicing, and all applicable taxes and expenses.

Contractor must guarantee to have portable units and hand wash stations cleaned and stocked upon delivery. If units are found to be not clean or stocked upon delivery, Contractor must correct the problem within two (2) hours of notification by Cal Expo's representative.

Term: Term of this agreement is January 1, 2010, through December 31, 2010. Cal Expo may, at its sole discretion, extend this agreement for two additional one-year terms.

Payment: Payment will be made, in arrears, upon satisfactory completion of services and approval of invoices submitted.

B. Bid Requirements and Information

1. Key Action Dates

| <u>Event</u> | <u>Date</u> |
|---------------------------------------|----------------------------|
| Final Date for Bid Submission | November 3, 2009, 11:00 AM |
| Notice of Intent to Award (tentative) | November 4, 2009 |
| Proposed Award Date (tentative) | November 4, 2009 |

2. Submission of Bid:

- a) All bids must be submitted under **sealed** cover and sent to Cal Expo by dates and times shown in Section C, Bid Requirements and Information, Item 1). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Jan Risso, Contracts Manager
California Exposition & State Fair
PO Box 15649
Sacramento, CA 95852
IFB # CSF-09-1014
PORTABLE TOILET RENTAL
DO NOT OPEN

Bids not submitted under sealed cover may be rejected.

- b) All bids shall include the documents identified in Section E, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries
Jan Risso, Contracts Manager
California Exposition & State Fair
PO Box 15649
Sacramento, CA 95852

Hand Deliveries (UPS, FedEx, etc.)
Jan Risso, Contracts Manager
California Exposition & State Fair
1600 Exposition Boulevard
Sacramento, CA 95815

- e) Bids 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 bid to be rejected.
- f) A bid 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 bids and may waive an immaterial deviation in a bid. Cal Expo's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to Cal Expo.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to Cal Expo, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) Cal Expo may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) Cal Expo reserves the right to reject all bids. Cal Expo is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) Cal Expo does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

3. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) Cal Expo will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award, if made, will be to the lowest responsive responsible bidder.

4. Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and Cal Expo on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and Cal Expo a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to Cal Expo. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to Cal Expo 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 Cal Expo.

- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to Cal Expo *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to Cal Expo within the last three (3) years.

5. Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB 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) Bid packages may be returned only at the bidder's expense, unless such expense is waived by Cal Expo.

6. Agreement Execution and Performance

- a) Performance shall start not later than express date set by the awarding agency 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, Cal Expo, 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 bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

C. Preference Programs

This IFB includes the Small Business Preference. Complete information can be found at <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>.

D. Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this IFB.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to Cal Expo. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

| <u>Attachment</u> | <u>Attachment Name/Description</u> |
|--------------------|------------------------------------|
| _____ Attachment 1 | Required Attachment Check List |
| _____ Attachment 2 | Bid/Bidder Certification Sheet |
| _____ Attachment 3 | Bidder References |
| _____ Attachment 4 | Cost Sheet |

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB 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 bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

| | | |
|--|---|---|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 3. 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. Bidder'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 checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____ | | |

Completion Instructions for Bid/Bidder 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 3

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid 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

BID SHEET

Name of Bidder: _____

Signature of Bidder: _____

Bidder agrees to furnish all labor, materials, tools and equipment necessary to accomplish the work in accordance with the specifications herein for amounts as follows. (Quantities shown are reasonable estimates only, for purposes of comparison of bids.)

| <u>Description</u> | <u>Estimate Per Year</u> | <u>Unit Price</u> | <u>Item Total</u> |
|--|------------------------------|-------------------|-------------------|
| PORTABLE TOILET | | | |
| Weekly Rate | 138 ea. | \$_____ | = \$_____ |
| State Fair Rate (includes daily service) | 12 ea. | \$_____ | = \$_____ |
| Monthly Rate (includes 1 weekly service) | 1 ea. | \$_____ | = \$_____ |
| ADA PORTABLE TOILET | | | |
| Weekly Rate (includes initial service) | 17 ea. | \$_____ | = \$_____ |
| State Fair Rate (includes daily service) | 2 ea. | \$_____ | = \$_____ |
| ADDITIONAL SERVICE | | | |
| Per Call | 58 ea. | \$_____ | = \$_____ |
| HAND WASH STATIONS | | | |
| Weekly (includes weekly service) | 6 ea. | \$_____ | = \$_____ |
| State Fair Rate (includes 1 daily service) | 2 ea. | \$_____ | = \$_____ |
| TOTAL BID: | | | \$_____ |

(Lowest bid will be based on total bid amount above.)

Price of additional rentals, if needed:

CROWDPLEASER

Daily \$_____ ea.
Weekly \$_____ ea.
Monthly \$_____ ea.
State Fair \$_____ ea.

EMERGENCY SERVICE, WEEKENDS

(per call) \$_____ ea.

EMERGENCY SERVICE, HOLIDAYS

(per call) \$_____ ea.

Sample Standard Agreement

General Contract Provisions

General Terms and Conditions (GTC 307)

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time 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.

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, employees, and servants are made additional insured but only insofar as the operations under this agreement are concerned.
- b. The coverage will not be cancelled or reduced in coverage without 30 days prior written notice to Cal Expo.
- c. Cal Expo shall not be responsible for the payment of any premiums or assessments on the policy.
- d. 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.
- e. 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.
- f. 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 and 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.
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: All prospective employees 18 years and older are subject to a Megan's Law check prior to beginning employment. Prior to start of work, Contractor shall provide Cal Expo with a list of all employees and any subcontractors with access to the premises. All such employees will be checked in accordance with the Megan's Law Sex Offenders CD-ROM.