



January 17, 2019

To: Interested CPA Firms to provide Financial Audit Services for the 17th District Agricultural Association (Nevada County Fairgrounds)

From: Patrick Eidman, Chief Executive Officer

Re: Financial Audit Services for the 17th District Agricultural Association (Nevada County Fairgrounds)

REQUEST FOR PROPOSAL

The 17th District Agricultural Association (Nevada County Fairgrounds) (hereinafter referred to as "Association") is seeking proposals from all interested and qualified parties to provide Financial Audit Services related to the facility commonly known as the Nevada County Fairgrounds and owned by the State of California. Agreement will commence on approximately March 1, 2019 and continue through approximately January 31, 2020.

The Association is a California State agency that reports to the State of California, Division of Fairs and Expositions. Annual revenues are approximately \$2,409,000 and the Association employs 7 people full-time and up to 250 seasonal staff during events, including the annual Fair, Draft Horse Classic, and Country Christmas Faire. The Association has a December 31st fiscal year end. The Association's financial statements are prepared on an accrual basis in accordance with U.S. generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB).

Enclosed are specifications for submitting your proposal for our consideration. All proposals will be carefully reviewed and the awarding of a license agreement will be done in the interest of the Association based on the Proposer's experience, qualifications and other factors.

An electronic copy of the Association's 2016 audit will be emailed upon request to any interested firm participating in this process. Please contact Patrick Eidman, Chief Executive Officer, at (530) 273-6217 or Patrick@NevadaCountyFair.com.

Sealed proposals will be received at the Association's Administration Office, 11228 McCourtney Road – Gate 1, Grass Valley, no later than 4:00 p.m., Pacific Standard Time, February 4, 2019. Proposals received later than 4:00 p.m., Pacific Daylight Savings Time, on February 4, 2019, will not be accepted. All proposals must be clearly marked "Financial Audit Services Proposal".

For further clarification or additional information, please contact Patrick Eidman, Chief Executive Officer, via email: Patrick@NevadaCountyFair.com. All inquires and responses must be made via email; phone calls will not be accepted.

**REQUEST FOR PROPOSAL PACKAGE
FINANCIAL AUDIT SERVICES
RFP # 2017-2018 FINANCIAL AUDIT SERVICES
FOR THE 17TH DISTRICT AGRICULTURAL ASSOCIATION
(NEVADA COUNTY FAIRGROUNDS)**

Date Issued: January 17, 2019

**Patrick Eidman
Nevada County Fairgrounds
11228 McCourtney Road
Grass Valley, CA 95949
(530) 273-6217
(530) 273-1146 fax
Patrick@NevadaCountyFair.com**

PART I
DEFINITIONS

- ASSOCIATION:** Refers to the 17th District Agricultural Association, a California state agency charged with the management of the Nevada County Fairgrounds facility and promoter of the annual Nevada County Fair, the annual Draft Horse Classic & Harvest Fair and the annual Country Christmas Faire.
- CEO:** Refers to the Chief Executive Officer of the Association.
- RFP:** Request for Proposal.
- PROPOSER:** The individual, company, or organization submitting the proposal.
- RESPONSIVE:** Proposals that meet the criteria outlined in the RFP.
- RESPONSIBLE
BIDDER:** Proposer who has the capability in all respects to perform fully the agreement requirements and the integrity and reliability to assure good faith performance.
- LICENSEE:** The organization awarded an agreement as a result of this RFP process.
- FACILITIES:** Various parts of the premises described in this RFP.

PART II

GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The Association, in releasing this RFP intends to award an agreement for a period of two (2) years, for the provision of Financial Audit Services for the 17th District Agricultural Association (Nevada County Fairgrounds) for 2017 and 2018. The proposed agreement term will be for a period beginning approximately March 1, 2019 and ending approximately January 21, 2020.

B. PROPOSER RESPONSIBILITY

Please read the documents very carefully as the Association shall not be responsible for errors and omissions on the part of the Proposer. Carefully review final submittal as reviewers will not make interpretations or detect, or correct errors in calculations.

C. DELIVERY OF PROPOSALS

Deliver four (4) copies, with original signatures, to the Association's Administration Office, no later than February 4, 2019 at 4:00 p.m. No proposals shall be considered which have not been received at the place, and prior to the indicated time, stated in this RFP. Envelopes must have the company name on the outside and be addressed as follows:

Financial Audit Services
Do Not Open – Sealed Bid
17th District Agricultural Association
11228 McCourtney Road
Grass Valley, California 95949
Attention: Patrick Eidman

C. AGREEMENT AWARD

The agreement shall be awarded to the “most qualified, responsible bidder.” The most qualified responsible bidder shall be determined by the evaluation of the criteria set forth in Part VI of the RFP.

A Notice of Award will then be posted at the Association's Administration Office and a copy of the notice will be emailed to each Proposer.

E. SCHEDULE

RFP Released:	January 17, 2019
Bid Proposals Due: (No postmark)	February 4, 2019 by 4:00 p.m.
Interview (If needed for clarification):	Will be scheduled February 5, 2019 through February 7, 2019.
Post & Email Notice of Award:	No later than February 22, 2019
Agreement Commencement Date:	March 1, 2019
Agreement Ending Date:	January 31, 2020

F. CONTACT FOR INFORMATION

Verbal communication with the Association's officers and employees concerning the RFP shall not be binding on the Association, and shall in no way excuse the Proposer of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

Inquiries concerning this RFP will only be accepted via email and are to be directed to:

Patrick Eidman
17th District Agricultural Association
Patrick@NevadaCountyFair.com

PART III

RULES GOVERNING COMPETITION & EVALUATION

A) RFP REQUIREMENTS AND CONDITIONS

1. Submission of RFP

To be eligible for consideration, and award of agreement, the proposal must be in the Association's Administration Office no later than 4:00 p.m., February 4, 2019

2. Errors

a) Any discrepancies, omissions, ambiguities, or conflicts in the RFP, or doubts as to meaning, shall be brought to the Association's attention not later than five days prior to bid due date. Otherwise, any discrepancies, omissions, ambiguities or conflicts later brought to Association's attention will be interpreted in the best interest of the Association.

b) All interpretations and clarifications will be in the form of written addendum to the RFP. All bidders are responsible for inquiring as to addendum issued and providing an email address to receive any written addendum to the RFP. All addendum become part of the agreement documents.

3. Addendum

The Association may modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished the RFP for bidding purposes. Addendum will be numbered. The first number for an addendum will be A-1.

4. Definitions

The Association has established certain requirements with respect to the proposals to be submitted by prospective Proposers. The use of "shall," "must" or "will" indicates a mandatory requirement or condition. Failure to include such mandatory requirements or conditions may result in the disqualification of a proposal. The words "should" or "may" indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

5. Grounds for Rejection

a) A proposal shall be rejected if:

- (i) It is received at any time after the exact time and date set for receipt for proposals.
- (ii) It is not prepared in accordance with required proposal format.
- (iii) The firm has submitted multiple proposals.

b) A proposal may be rejected if:

- (i) It contains false or misleading statements or references that do not support an attribute or conditions contended by the Proposer. (The proposal shall be rejected if, in the opinion of the Association, such information was intended to erroneously and fallaciously mislead the Association in its evaluation of the proposal and the attribute, condition or capability required by this RFP.)
- (ii) It is unsigned.

6. Award of License Agreement

If it is awarded, the agreement shall be determined in accordance with Part VI, "Evaluation Criteria and Selection Process." If an agreement is issued it will be executed as a license agreement in the form of either the State of California Short Form Contract Std. 210 or the State of California Standard Agreement Std. 213.

7. Other Required Documentation

Other documentation required as part of the agreement are:

- (a) Payee Data Record – Std. 204
- (b) Contractor Certification Clauses – CCC
- (c) Evidence of Workers' Compensation Insurance Coverage or a Workers' Compensation Exempt Statement

B) PROTEST PROCESS

Only Proposers to this RFP can file a protest. Protests must be in writing and must detail the nature of the protest. Protests must be submitted within 48 hours of the Notice of Proposal Award. All protests will be reviewed by the 17th District Agricultural Association's Board of Directors (at their next regularly scheduled Board Meeting) and they will determine

the validity of the protest and what action, if any, will be taken in response to the protest.

C) OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to the RFP will become the property of the Association. Materials may be returned only at the Association's option and at the Proposer's expense. One copy of the proposal shall be retained for official Association files.

2. Confidentiality of Proposals

The Association will hold the contents of all proposals in confidence until issuance of the "Notice of the Award." Once the "Notice of the Award" is issued, no proposal will be treated as confidential. Any proprietary or other legally protected material must be so indicated to remain confidential.

3. Modification or Withdrawal of Proposals

Any proposal, which is received by the Association at the above address before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals. A proposal cannot be modified after the due date for proposals. A bid cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP:

"This proposal and the cost estimate are valid for 60 days."

4. Right to Reject Any or All Proposals

It is the policy of the Association not to solicit proposals unless there is a bona fide intention to award an agreement. The Association reserves the right to reject any or all proposals, or to cancel the bid at any time during the process, when it is deemed to be in the best interest of the Association.

PART IV

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT MANAGEMENT PROCESS

A) GENERAL SERVICES

General services that may be required from the successful Qualifiers:

1. An audit of the Association's financial performance for the 2017 and 2018 fiscal years.
2. Meetings with the 17th District Agricultural Association's Board and the Finance Committee as necessary.
3. **Unless other arrangements are agreed upon, the 2017 Audit must be fully completed by July 1, 2019 and the 2018 Audit must be fully completed by December 31, 2019. Successful proposer should plan on presenting each Audit and any pertinent findings annually to the Fair Board of Directors at their July and January board meetings, scheduled for the third Tuesday of the month.**
4. Reviews of internally prepared financial statements.
5. Any other related duties as requested by the Chief Executive Officer.

B) AUDIT SCHEDULE

It is estimated that the Association's books will not be closed before March 1st annually. Fairgrounds staff will be unable to provide information or materials from the third week in July through the third week in August each year due to the significant time and resource requirements associated with the annual Fair.

CONTRACT MANAGEMENT PROCESS:

1. Once this contract is awarded, a written agreement between the Association and the Contractor will be executed.
2. Contractor will provide an Insurance Certificate and Policy Endorsements as per Insurance Requirements (Attachment #1). A current Insurance Certificate and proper Policy Endorsements must be in place for the duration of this agreement and it is the Contractor's responsibility to provide a current Insurance Certificate and Policy Endorsement annually or when requested by the Association.
3. If special services are required, the Chief Executive Officer will notify Contractor via email when their services are needed and will provide a general scope of work. Contractor will be required to respond via email with a detailed estimate of what services are proposed to fulfill the scope of work, a proposed schedule of work and a cost estimate.
4. A project will be considered approved for commencement when the Chief Executive

Officer has provided a confirmation email or signed estimate.

5. Association will not pay for any services in advance, nor will Association pay any retainer fees. Association will pay progress payments, provided they are agreed to in the estimate.

PART V

FORMAT AND CONTENT REQUIREMENTS

Interested parties must include the following in their proposal in response to this RFP. **Four complete sets of the proposal must be submitted.**

1. Proposer's Information Form (included with RFP)
2. Proposer's Financial Proposal (included with RFP)
3. Company Profile & History:
 - a. List of qualified principles and staff who would be assigned projects;
 - b. Discuss commitments you will make to staff continuity, including your staff turnover experience in the last three years;
 - c. Discuss the firm's independence with respect to Association;
 - d. Years in business;
 - e. Company's philosophies;
 - f. Extensive list of clients with contact info (may be contacted for references);
 - g. Identify the partner, manager, and in-charge accountant who will be assigned to our job if you are successful in your bid, and provide biographies. Indicate any complaints against them that have been leveled by the state board of accountancy or other regulatory authority, if any. Indicate any corrective actions that have been taken by the firm with respect to these people;
 - h. Describe how your firm will approach the audit of the organization, including the use of any association or affiliate member firm personnel and the areas that will receive primary emphasis. Also discuss the firm's use of technology in the audit. And finally, discuss the communication process used by the firm to discuss issues with the Fairgrounds Management and the Finance Committee of the Board;
 - i. Set forth your fee proposal for the 2017 audit and 2018 audit, with whatever guarantees can be given regarding increases in future years. Provide your proposed hourly fees for various related services;
 - j. Describe how and why your firm is different from other firms possibly being considered, and why our selection of your firm as our independent accountants is the best decision we could make;
 - k. Include a copy of your firm's most recent peer review report, the related letter of comments, and the firm's response to the letter of comments.
 - l. Letters of Recommendation from at least 3 clients similar to Association. Must be dated in the last year;

- m. Description of completed projects for other not-for-profit organizations or governmental departments as well as associations of a comparable size to the 17th District Agricultural Association;
- n. Any other pertinent information.

PART VI

EVALUATION CRITERIA AND SELECTION PROCESS

Each proposal shall be evaluated to determine responsiveness to the Association's needs as described in this RFP.

During the evaluation and selection process, the Evaluation and Selection Committee will interview a Proposer for clarification only. The Proposer cannot change proposals after the time and date designated for receipt.

Final determination of the Proposer to be awarded the agreement will be made on the basis of the information submitted, references provided and telephone or internet checks with the State Department of Consumer Affairs or other agencies. The Proposer that, in the opinion of the review committee, will best serve the needs of the Association will be awarded the agreement.

EVALUATION AND SELECTION

1. After the period has closed for receipt of proposals, each proposal is examined by Association staff to determine compliance with the RFP format requirements and grounds for rejection (under Part III). This is not a public review.
2. Each Proposer's Information Form is reviewed and further research or verification of information included on the form may be completed.
3. The Evaluation Committee is provided copies of all the proposals for their individual review.
4. The Evaluation Committee will conduct oral or phone interviews (if needed) with the bidder for clarification of proposals. This is not a public review.
5. The Evaluation Committee individually scores each proposal based on the scorecard provided in this packet. A cumulative score is determined based on these individual scores. (See Score Card)
6. A "Notice of Proposed Award" is posted at the Fair Administration Office and emailed to each Proposer.
7. At their next regular Board meeting, the Association's Board of Directors will approve the Service Agreement with the successful bidder.

The Association reserves the right to verify any reference disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification.

**Request for Proposal Package
Financial Audit Services
RFP #2017-2018 Financial Audit Services
for the 17th District Agricultural Association
(Nevada County Fairgrounds)**

Score Card

- 30% - Proposer's Experience & Ability to Perform
- 20% - Proposer's Familiarity with Government Auditing Standards
- 40% - Proposer's Financial Proposal and other stated fees
- 10% - Client References

Scoring

	<u>Points</u>
Proposer's Experience & Ability to Perform	30 pts.
Proposer's Familiarity with Government Auditing Standards.....	20 pts.
Proposer's Financial Proposal and other stated fees.....	40 pts. Client
References	10 pts. _____
Total possible points.....	<u>100 pts.</u>

PART VII

GENERAL AGREEMENT PROVISIONS

The agreement to be awarded shall include, but not be limited to, the following provisions:

A) Term

The agreement shall begin on March 1, 2019 and end on January 31, 2020. The awarded agreement is subject to annual evaluation of Proposer's performance and the Proposer's ability to successfully meet all agreement requirements.

B) Indemnification and Liability

Proposer agrees to accept all responsibility for loss or damage to any person or entity, including the Association, the county, the State of California and to indemnify, hold harmless and release Association, its officers, agents and employees from and against any actions, claims, damages, liabilities, disabilities or expenses that may be asserted by an person or entity, including Proposer, that arise out of, pertain to, or relate to this Agreement. Proposer agrees to provide a complete defense for any claim or action brought against Association and/or the county, the State of California based upon a claim relating to Proposer's performance or obligations under this Agreement. Proposer's obligations under this Section VII apply whether or not there is concurrent negligence on the part of the Association or the State of California, to the extent required by law, excluding liability due to the Association's conduct. Association and the State of California shall have the right to select their own legal counsel at Proposer's expense, subject to Proposer's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by a limitation on the amount or type of damages or compensation payable to or for Proposer or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

C) Independent Capacity

The Proposer, and the agents and employees of the Proposer, in the performance of this Agreement, shall act in an independent capacity and not as officers and employees or agents of the Association.

D) Insurance Requirements

Proposer shall furnish to the Association a certificate of insurance and proper policy endorsements as required on Attachment #1.

E) Non-Discrimination Clause

1. During the performance of this Agreement, Proposer and its sub-proposers shall not

unlawfully discriminate, harass, or allow discrimination, or 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, marital status, or other protected status. Proposer and sub-proposers shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Proposer and sub-proposers shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated.

2. Proposer shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
3. Proposer, by signing this Agreement, assures the Association that it complies with the American with Disabilities Act ("ADA") of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. Proposer further agrees that it will continue to comply with the ADA during the performance of this agreement.

F) Conflict of Interest

Proposer warrants and covenants that no official or employee of the Association nor any business entity in which an official or employee of the Association is interested:

1. Has been employed, retained to solicit or aid in the procuring of this agreement;
2. Will be employed in the performance of this agreement without the immediate divulgence of such fact to the Association. In the event the Association determines that the employment of any such official, employee, or business entity is not compatible with such official's or employee's duties as an official or employee of the Association, Proposer, upon request of the Association, shall terminate such employment immediately. For breaches or violations of this paragraph, the Association shall have the right both to annul this agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

G) Drug-Free Workplace Certification

By signing the agreement, Proposer certifies compliance with Government Code in matters relating to providing a drug-free workplace, and agrees to abide by and implement all of its statutory obligations.

H) Compliance with Laws

Association shall observe and comply promptly with all federal, state and county statutes and ordinances and with all rules, regulations, directives and orders of appropriate governmental agencies, such as statutes, ordinances, rules, regulations, directives and

orders now existing or may hereafter provide concerning the use and safety of the Premises.

I) Attorneys' Fees

In the event the Association or Proposer shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to recover rents, or to enforce to establish any right or remedy of either party, the prevailing party shall be entitled to recover as a party of such action or proceeding, reasonable attorneys' fees and court costs.

J) Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

K) Time is of the Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

L) Severability

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

M) Captions

The section heading of this Agreement are inserted only as a matter of convenience and in no way define, limit, affect, or describe the scope of this Agreement or any provisions hereof.

PART VIII

FORMS TO BE USED IN THE RELEASE OF THIS RFP

A) **FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY BIDDER**

- 1) Proposer's Information Form (2 pages)
- 2) Proposer's Financial Proposal (1 page)

B) **DOCUMENTS TO BE COMPLETED BY THE ASSOCIATION**

- 1) "Notice of Award" (after award is determined)

C) **ATTACHMENTS AND EXHIBITS (For Bidder Information)**

- 1) Attachment #1, Insurance Requirements
- 2) Attachment #2, License Agreement – State of California Short Form Contract Std. 210
- 3) Attachment #3, License Agreement – State of California Standard Agreement Std. 213
- 4) Attachment #4, Payee Data Record – Std 204
- 5) Contractor Certification Clauses – CCC
- 6) Workers' Compensation Exempt Statement

PROPOSER'S INFORMATION FORM

PAGE 1 of 2

Proposer's Name: _____ County: _____

Address: _____ Federal ID#: _____

City: _____ ZIP: _____ Email: _____

Phone: _____ Email: _____

Status of Proposer proposing to do business (Check one):

Individual: _____ Limited Partnership: _____

General Partnership: _____ Corporation: _____

Individual (Please check one): _____ Resident _____ Non-Resident

If a sole proprietorship, state the true name of sole proprietor: (I.E., John Roe Smith; not J. Roe Smith or not John R. Smith)

Partnership (Please check one):

Limited Partnership: _____ General Partnership: _____

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

Corporation:

Place and date of Corporation:

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

Current Officers:

President: _____ **Vice-President:** _____

Secretary: _____ **Treasurer :** _____

BIDDER/ PROPOSER STATUS FORM

PAGE 2 of 2

ALL MUST ANSWER:

Are you subject to federal backup withholding?

Fictitious Name:

If Proposer is doing business under a Fictitious Business Name and will be performing under the Fictitious Name, please attach a clearly legible copy of the current fictitious filing.

Pending Litigation Hearings:

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer's organization, owners, officers, or employees?

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

We reserve the right to verify the information provided on this form by the bidder during the RFP process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government or private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested.

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

Signature: _____

Print Name: _____

If this status form is not completely filled out, signed and submitted with bidder's response to the RFP, the bid will be rejected as non-responsive. Any false or misleading information will cause the bid to be rejected as non-responsive.

**17TH District Agricultural Association
Proposer's Financial Proposal**

RFP # 2017 - 2018 FINANCIAL AUDIT SERVICES

Firm Name: _____

I hereby submit the following financial proposal to the 17th District Agricultural Association (Nevada County Fairgrounds) for a two-year period, 2017 and 2018.

SECTION I

2017 Audit Fee and 2018 Audit Fee – Proposer should provide a flat fee associated with all meetings, on-site work, report preparation, copying service and any other services required to provide a 2017 Financial Audit Report and a 2018 Financial Audit Report that meets the Governmental Accounting Standards of the State of California. A representative from the contracted CPA Firm will be required to attend at least one meeting with the Board of Directors annually per audit report.

Flat Fee for Audit Services:

2017 Audit Fee \$ _____

2018 Audit Fee \$ _____

Comments: _____

SECTION II

Although it is not anticipated that there will be services requested outside of the annual audit, proposer may be asked to review monthly financial statements or provide consulting services to the Fair.

Please attach proposed hourly billing rates for non-Audit related services (may be based on task to be performed or specific job class) for each audit year, 2017/18.

By its signature on this proposal form, the proposer certifies that he/she has read and understood the RFP package including the information regarding this financial proposal and bid protests. Further, proposer certifies that the information provided by the proposer is accurate, true and correct, and not intended to mislead the Association in any manner.

SIGNATURE

TITLE

DATE

INSURANCE REQUIREMENTS

I. Evidence of Coverage

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Revised December 7, 2017

Z:\Risk\Insurance Requirements December 7, 2017

STATE OF CALIFORNIA

SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)

STD. 210 (Revised 4/2002)

CONTRACT NUMBER 00-	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State . 17 th District Agricultural Association	CONTRACTOR'S NAME, hereafter called the Contractor .
----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

2. The agreement term is from _____ through _____

3. The maximum amount payable is \$ _____ pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ Attach list if applicable

4. Payment Terms (**Note:** All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC*SF _____ GIA* _____ *If not attached, view at www.dgs.ca.gov/contracts/.

Other Exhibits _____

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 17 th District Agricultural Association Nevada County Fairgrounds		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick A. Eidman, CEO		PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS 11228 McCourtney Road Grass Valley, CA 95949		ADDRESS			
FUND TITLE Account Number: Account Description:	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

Phone Number _____

AGREEMENT NUMBER

00-

REGISTRATION NUMBER

None

Federal ID #

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

STATE AGENCY'S NAME

17th District Agricultural Association – Nevada County Fairgrounds

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

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

Exhibit A – Agreement Details _____ pages

General Terms and Conditions:

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

17th District Agricultural Association – Nevada County Fairgrounds

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patrick A. Eidman, Chief Executive Officer

ADDRESS

11228 McCourtney Road, Grass Valley, CA 95949

California Department of General Services Use Only

Exempt per:

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

5CCC-307

CERTIFICATION

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

<i>Contractor/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 of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



mail: P.O. Box 2687, Grass Valley, CA 95945
11228 McCourtney Rd., Grass Valley, CA 95949
phone: 530-273-6217 fax: 530-273-1146
website: www.nevadacountyfair.com

WORKERS' COMPENSATION
EXEMPT STATEMENT

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3 #c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 10/16), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE 17TH DISTRICT AGRICULTURAL ASSOCIATION (NEVADA COUNTY FAIRGROUNDS) AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES."

SIGNATURE OF CONTRACTOR

DATE SIGNED