

REQUEST FOR QUOTE

For: OC Fair & Event Center

Currency Sorter Machine

Date: 12/7/2022

You are invited to review and respond to this Request for Quote (RFQ). To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW). By submitting an offer, your firm agrees to the terms and conditions stated in this RFQ.

Read the attached document carefully. The RFQ due date is 12/22/2022, 11:00 a.m. Responses to this RFQ must be submitted by email to kvu@ocfair.com. Documents to be returned:

1. Price Offer (Page 6)
2. Release and Waiver of Liability Agreement (Page 7)

For purchasing the machine, the Winning Bidder will be required to sign a Purchase Order. Attached is a sample.

For Maintenance and Services, if the District selects to adopt the Option and the yearly amount is above \$10,000, the Winning Bidder will be required to sign the District's Standard Agreement. Attached is a Sample of the Standard Agreement.

HISTORY & GENERAL INFORMATION

The OC Fair & Event Center is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association, a California state institution. The District is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The District is used throughout the year for both public and private events, and educational and community activities. The District hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

The District features 157,000 square feet of unique event space including exhibit buildings, meeting rooms and outdoor spaces – all available for rent throughout the year.

The property includes Centennial Farm, a three-acre working farm which educates the public, including over 100,000 school children through field trips, on the importance of agriculture in our daily lives. Centennial Farm features farm animals, California specialty crops and the “Table of Dignity” memorial honoring the work of Orange County agricultural workers.

Heroes Hall is a permanent museum and education center honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation. In addition, an A-4M Skyhawk aircraft compliments the Heroes Hall Foot print.

The OC Fair, one of the most anticipated community events in Orange County, is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Sunday. The very first Orange County Fair was held in 1890.

The Pacific Amphitheatre is used periodically throughout the year for live performances and events, and is home to a 23-day concert series during the annual OC Fair featuring headline musical acts and comedian performances. In recent years, the 23-day concert schedule has also included additional concerts before and after the annual OC Fair.

Imaginology takes place annually in April over a two-day period. The popular event features STEAM (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture and creative arts are available to give participants a glimpse of future career paths.

The District has a seven (7) acre equestrian center (EQC) onsite that is used by private boarders and trainers. The EQC features barns, riding arenas and other facilities that support the equine community, The EQC is currently operated by a contractor; however, the District will be assuming operation effective January 1, 2023.

1. Key Dates

It must be understood that time is always of the essence, both for the RFQ submittal and contract completion. Offerors are advised of the key dates and times shown below and are expected to adhere to them.

1.	Release of RFQ	12/7/2022
2.	Questions Due Date via Email	12/14/2022, 5:00 p.m.
3.	Answers sent to all bidders via Email	12/15/2022
3.	RFQ Response Submission Due date	12/22/2022, 11:00 a.m.
4.	Review and evaluation of RFQ Submissions	12/22/2022
5.	Notice of Proposed Award	12/23/2022
6.	Board Approval of RFQ	1/20/2022
7.	Proposed Commencement	2/1/2022

2. RFQ Response Requirements

This RFQ and the offeror's response to this document will be made part of the Purchase Order and Standard Agreement if necessary.

3. Award

The award resulting from this RFQ will be based on qualification and responsive low bid.

Responses to this RFQ will first be reviewed for responsiveness to all requirements.

4. Cancellation

The District reserves the right to terminate any PO/Contract at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

5. Gifts or Gratuities:

The Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. The Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

6. Megan's Law Certification:

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job-related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. The Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. The Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states.

7. Insurance Requirements:

For any work performed on District property, the District requires evidence of insurance naming the District as additional insured. Proof of insurance meeting the requirements of the State (See Exhibit E of Sample of Contract) must be made available to the District within 15 days of contract award. Failure to do so could result in the termination of said contract.

8. Machine Type and Quantity

Two (2) 431 9 pocket currency sorters.

9. Non-Exclusive

The Contractor understands and agrees that this is non-exclusive. The District may hire other vendors for work of similar or identical Services.

10. DVBE Incentive

The District elects to include the DVBE incentive for this RFQ.

Bidders must complete and return the Bidder Declaration, GSPD-05-105, found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

If Bidder claimed DVBE Incentive and answered “yes” to any question on the Bidder Declaration, GSPD-05-105, Bidder must include Disabled Veteran Business Enterprise Declarations, Std. 843, found at:

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

11. Small Business Preference

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request.

For more information about DVBE Incentive and Small Business Preferences, click on the link below. The District will apply the applicable percentage in accordance with Bidder's claim.

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo>

SCOPE OF WORK

Scope and Description:

To purchase two IFX431 9-pocket currency sorters.

1. **Pricing:**

The price quote is inclusive of all costs, taxes, delivery, packaging, transportation, training, and any other costs or services associated with this purchase.

2. **Submission Requirements**

By submitting an offer, it is implied that all terms and requirements of the District are accepted by the Bidder.

3. **Payment Terms:**

As a State Agency, the District is not permitted to make payments in advance of services rendered. By submitting an offer, Vendor understands and agrees to the payment terms as specified by the District. Payment terms are to be Net 30 upon delivery.

Invoices shall be emailed to AP@ocfair.com or mailed to **OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Dr., Costa Mesa, CA 92626.**

4. **Other Requirements:**

All non-OCFEC employees are required to sign a waiver form prior to accessing the property. Waiver form to indemnify CA Sate against legal recourse from persons who could claim to have been infected with virus while on OCFEC property. Request for Quote must contain a statement of the vendor's COVID-19 policy and procedures.

5. **Delivery**

The units are to be delivered by March 1, 2023.

6. **Warranty**

Manufacture warranty must be included as part of the price quote.

7. **Maintenance & Repair**

The Winning Bidder must provide basic maintenance and repairs within the warranty period at no cost to the District.

8. **Services**

The Winning Bidder must respond within 24 hours of the service call for repairs or any issues during Fair Time (Mid July through the end of August.)

PRICE OFFER

Warranty period, Number of months (After delivery): Parts: _____ Labor: _____
(All service calls, repairs, and maintenance should be included during this period at no cost to the District)

Price: Two (2) units 431 9 pocket currency sorters \$ _____

Optional:

Maintenance and Services after the Warranty period expires. The District reserves the right to adopt this option. The proposed price(s) below will not count toward the bid price. If the District selects to adopt the Maintenance and Services, the Winning Bidder will be required to sign the District's Standard Agreement provided herein as a sample.

Maintenance (Include labor and parts)	Year 1 \$ _____	Year 2 \$ _____	Year 3 \$ _____
Repairs (Labor)	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Repairs (Parts)	Parts (Manufacture price plus 10% mark up)	Parts (Manufacture price plus 10% mark up)	Parts (Manufacture price plus 10% mark up)

"By submitting this bid, I understand and agree to the terms, conditions and scope of work as set forth in this Request For Quote. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein."

Company's Name: _____

Company's Address: _____

First Name: _____ Last Name: _____

Signature: _____ **Date:** _____

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES _____ NO _____

If Yes, Certification # _____

Are you a non-small business claiming at least 25% small business subcontractor reference?

YES _____ NO _____

If yes, Certification # _____

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES _____ NO _____

Are you sub a minimum of 1% up to 5% to a California certified DVBE? YES _____ NO _____

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ ("Participant"), acknowledge that I will be participating as a volunteer or participant in the following activities at the _____ Fair premises and facilities (the "Fair"):

(Description of activities, which Volunteer/Participant will engage in)

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC, AND ALSO POTENTIALLY INVOLVE LIVESTOCK OR OTHER FAIRGROUNDS ACTIVITIES, AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES ON THE FAIRGROUNDS INCLUDING BUT NOT LIMITED TO LIVESTOCK ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if volunteer participant is under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of _____ (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, I forever release the Fair, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: _____

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.