

Contact Person:

EARL WARREN SHOWGROUNDS

REQUEST FOR STATEMENTS OF QUALIFICATIONS

RFQ #00-01 HIGH SCORE

Earl Warren Showgrounds Master Plan Consultant

Ben Sprague

CEO

19th District Agricultural Association

3400 Calle Real Santa Barbara, CA 93105

(805) 687-0766 Telephone

(805) 569-5595 Fax

This is the only authorized person designated by the EWS/19th DAA to receive communications concerning this RFQ. **Contact with any other staff or Board member concerning this RFQ may be cause for disqualification.**

Oral communication of EWS/19th DAA officers and employees concerning this RFQ shall not be binding on the EWS/19th DAA and shall in no way excuse the consultant of obligations as set forth in the RFQ. Only questions concerning the technical requirements of the RFQ will be answered.

Date Issued: December 18th, 2023

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PART I DEFINITIONS & SCHEDULE

A. DEFINITIONS

RFQ - Request for Qualifications

SOQ - Responding “Statements of Qualifications.”

Consultant -The individual, company, organization, or business entity submitting the Statement of Qualifications in response to the RFQ.

19th DAA - Refers to the 19th District Agricultural Association, which administers Earl Warren Showgrounds and is an agency of the State of California, not a local agency of government.

Ad Hoc Committee -A volunteer committee of representatives of local and regional agencies and interest groups assembled by the district to advise the Board and its consultants throughout the master planning process.

Board Refers to the 19th DAA nine-member Board of Directors, appointed by the Governor.

Committee Evaluation and selection committee chosen by the EWS/19th DAA to review, evaluate and score SOQ’s received.

Responsive - SOQ’s that are timely, meet the proper format required for submittal and provide the required information, pursuant to the criteria outlined in the RFQ, will be considered “responsive”.

Section 1 - The experience & qualifications portion of the document - “Qualifications.”

Section 2 - The cost portion of the SOQ, as detailed in the “Cost Estimate and Fee Schedule.”

B. SCHEDULE

<i>December 18th, 2023</i>	<i>RFQ Released</i>
<i>January 17th, 2024</i>	<i>Mandatory pre-submittal meeting & site tour at the 19th DAA Board Room, 9:30 am – 12:30pm (RSVP required by 9:30 am., January 17th, 2024)</i>
<i>March 15th, 2024</i>	<i>Questions or Requests for Additional Information, should be submitted no later than 5:00 pm</i>
<i>April 1st, 2024</i>	<i>Statements due at the 19th DAA Contracts Department, no later than 11:00 a.m.</i>
<i>April 2nd, 2024</i>	<i>Qualifications opened and reviewed. Opening and review are not public.</i>
<i>April 5th, 2024</i>	<i>Short List created, and interviews scheduled, if necessary. Interviews of teams on Short List</i>
<i>April 8th, 2024</i>	<i>Notice of Proposed Award posted and mailed</i>
<i>April 18th, 2024</i>	<i>Last day to file a protest, no later than 11 am</i>
<i>April 22nd, 2024</i>	<i>Contract submitted to DAA for approval</i>
<i>April 25th, 2024</i>	<i>Proposed contract commences</i>

(All dates and times are subject to change.)

PART II GENERAL INFORMATION

A. REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ)

The Earl Warren Showgrounds, on behalf of the 19th District Agricultural Association, is releasing this RFQ with the intent to award a contract to a firm for the purpose of providing consulting services for the Earl Warren Showgrounds Master Plan. This shall be accomplished in accordance with the specifications listed herein and as directed by EWS/District Management. The contract term shall be for one (1) year with two (2) one (1) year options to renew, at the sole discretion of the EWS/District Management.

B. HISTORY AND GENERAL BACKGROUND INFORMATION

The Earl Warren Showgrounds is a 34 acre multi-use community event center built in the 1950's. It is made up of entertainment, exhibit and recreation facilities consisting an Exhibit Building 22,000 square feet, Warren Hall 14,000 square feet, Earls place 6,300 square feet, Kramer Arena (a 2,500 outdoor arena), 11 permanent barns, 5 equestrian arenas, recreational sports arena, a RV parking, over 1,000 parking spaces, and many other multi use event and recreation spaces and provides flexible space for large animal evacuation and emergency response support.

The 19th District Agricultural Association (DAA) is the governing body that oversees the Earl Warren Showgrounds.

The District organizes and promotes two annual events:
The Santa Barbara Fair & Expo - April & May
The Santa Barbara National Horse Show - July

In addition, the District hosts in excess of 200 events on a year-round basis. These events include trade and consumer shows, holiday parties, meetings, weddings, quinceañeras, seminars, concerts, dances, horse shows and various sporting events. Total attendance for all events is approximately 600,000.

C. CONSULTANT RESPONSIBILITY

Read the RFQ documents very carefully, as the EWS/District shall not be responsible for errors and omissions on the part of the consultant. Also, carefully review final submittal, as Committee will not make interpretations or correct detected errors in calculations.

D. REQUESTS FOR ADDITIONAL INFORMATION

After the pre-submittal meeting and site tour, all questions or requests for additional information should be submitted in writing to the CEO of the 19th District Agricultural Association. These must be received *no later than 5:00 p.m., February 1st 2024*. An addendum will be distributed to all consultants in response to such correspondence.

E. DELIVERY OF STATEMENTS OF QUALIFICATIONS

SOQ's must be physically received prior to the closing date and time, at the place stated below. Failure to meet these requirements will result in an unacceptable SOQ. **Faxes will not be accepted.** Statements must meet the following format requirements to be deemed responsive and eligible for 19th DAA consideration:

- One sealed package, labeled with the consultant's name, the RFQ number and "Section 1, Qualifications," and containing one (1) original and five (5) copies of consultant's qualifications and any required certificates (For additional details, See Part VI, B.1.).
- One sealed package, labeled with the consultant's name, the RFQ number and "Section 2, Cost Estimate & Fee Schedule," and containing one (1) original and five (5) copies of the financial proposal form.
- Both sealed packages must be placed in a third package with the consultant's name on the outside and addressed as follows:

RFQ #00-01 Showgrounds Master Plan Consultant

**Ben Sprague CEO
19th District Agricultural Association**

**3400 Calle Real
Santa Barbara, CA 93105**

F. CONTRACT AWARD

Each consultant's qualifications and statement of interest will be evaluated and scored by the Committee utilizing the scoring process included in Part V, paragraph B. Subsequently, the cost estimate and fee schedule from each qualified, responsive SOQ will be opened, small business preference given where applicable, and score determined, as detailed on page 24.

If a contract is awarded, it shall be granted to the responsive, qualified consultant with the **highest overall score.** Prior to the EWS/District awarding a contract, a Notice of Proposed Award will be posted at the District Contracts office for five (5) working days. In addition, a copy of the notice will be mailed to each consultant.

A contract award is not final until -

- the time for posting notice of award has expired, and/or
- protests filed, if any, have been withdrawn or rejected by the District Board of Directors.

G. SMALL BUSINESS PREFERENCE

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to consultants 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.

To claim the small business preference, which may not exceed \$50,000 for any proposal, your company must have its principal place of business located in California and have a complete application, including proof of annual receipts, on file with the State Office of Small and Minority Business

(OSMB). Questions regarding the preference approval process should be directed to the Office of Small and Minority Business, 1531 "I" Street, 2nd Floor, Sacramento, California 95814-2016, (916) 322-5060. **If you are claiming the 5% small business preference, a copy of your OSMB Small Business Certification Approval Letter must be submitted with Section 1 - Qualifications.**

H. CONSULTANT/CONTRACTOR STATUS FORM

All consultants must complete, sign and submit this form in response to the RFQ. Failure to comply will deem the consultant non-responsive. The EWS reserves the right to verify the information on the Consultant/Contractor Status Form. If the consultant is a corporation, the form must include the title of the person signing, i.e. corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

I. INSURANCE

The consultant awarded the contract shall provide an original Certificate of Insurance including \$1,000,000.00 in commercial general liability and automobile liability coverage, and, if consultant has employees, \$1,000,000.00 for Workers' Compensation coverage, in a form and manner acceptable to the EWS/District, prior to the time of entering into a contract to be let pursuant to this RFQ.

The certificate must include:

- ● evidence of appropriate insurance coverage for the term of the contract;
- ● a 30-day cancellation notice;
- ● the EWS/District, with name and address shown, listed as certificate holder;
- ● the additional insured paragraph in exactly the following words:

“That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the City 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.”

A copy of consultant's current insurance certificate must be included with the proposal. *Non-compliance with this requirement may be cause for cancellation of said contract.*

PART III

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

This part describes the work to be performed by the consultant who is awarded the contract and contains terms and conditions which shall be deemed incorporated and will become a part of any contract awarded pursuant to this RFQ. In addition, the Standard Contract Terms and Conditions (see attached sample) will be incorporated and made a part of the awarded contract. All terms and conditions are fixed and non-negotiable.

A. SPECIFICATIONS

1. The 2024 Master Plan Update will provide a comprehensive Earl Warren Showgrounds Master Plan. The Master plan will focus on the strategic planning work conducted over the past 12 years, as well as the information received as part of the community engagement forums and the updated Mission, Vision and Value Statements. Within the scope of the Master Plan we would like to focus to be on two areas and there independent AND combined use.
 - o District's upper campus the buildings, facilities, gardens including the quad area between the building, the entrance, the parking lots, the RV area, Kramer arena and the other flexible spaces.
 - o Districts lower campus, Kramer arena, all additional Arena's, the barns, rink area, maintenance shop, the horse show office and all other flexible spaces.

With the delineation of the above two major geographic elements to the Master Plan consideration, it is anticipated that the comprehensive generation of the Master Plan will address the topics outlined below.

2. The development of Earl Warren Showgrounds facilities to support as many uses as possible with a focus on the area being multi (or flexible use). In addition, elevating the quality of experience for the user groups already served while providing actionable change over ability to move between them. With the leadership of the Strategic planning work and documents embracing the uses for the Showgrounds as completely as possible.
3. Maintain, Upgrade and Replace Existing Facilities - An important element of the Master Plan Update will be to address the need to maintain, upgrade and replace the existing capital investment on the District's property, to best facilitate the District's various ongoing programs. This analysis will equally evaluate these facilities in terms of their suitability and capacity to accommodate the District's ability to respond to future program needs.
4. Redevelopment of Outdated Facilities - The Master Plan Update will specifically address the potential to redevelop outdated facilities and underutilized areas of the Fairgrounds in

the context of a comprehensive, long range improvement program. Areas of particular concern that will be subject to this evaluation include the Western portion of the Showgrounds to include the barns, arenas maintenance shop and. Additional evaluation the administrative and organizational office needs. Recommendations for new or additional facilities will address anticipated new program needs into the next century, including potential multi-purpose meeting, public assembly, entertainment, convention and visitor-serving facilities.

5. Environmental & Community Considerations - The Master Plan program will be evaluated in terms of its responsiveness to regional needs in all areas addressed by the District's adopted Mission Statement - "The Earl Warren Showgrounds is a multi-use community event and emergency resiliency center serving the existing and changing needs of Santa Barbara's culture, history, and community." As well as the vision and value statements. Alternatives for the facilities Master Plan will also be evaluated in the context of the effects on our local communities and environmental considerations, and will be sensitive to the plans for geographic areas around us.
4. Project Manager - The Consultant's Project Manager shall manage a multidisciplinary team of professionals to develop a comprehensive update of the Master Plan and shall be responsible to, and directed by, District staff and their consultant. The Project Manager shall provide a single point of contact for the District for development of the Master Plan Update, and shall be expected to attend, facilitate and make presentations to the Master Plan Ad Hoc Committee on a bi- monthly basis.

The Project Manager must have excellent facilitation skills, a strong development and planning background, as well as a comprehensive knowledge of master planning, and the development and regulatory processes. The Project Manager will take part in public meetings and workshops, and facilitate the planning process with the EWS/District, the Consultant team, and the Ad Hoc Committee. As part of this process, the Project Manager will refine the scope of work, fully address planning issues, prepare written progress reports with recommendations, control budget expenditures, and engage in other activities that are essential to the completion of the draft Master Plan Update. The draft Master Plan Update shall be presented to the 19th District Agricultural Association Board of Directors for their conceptual approval, for the purpose of initiating preparation of the required Environmental Impact Report (EIR). Following completion of the EIR process, the Master Plan Update and EIR shall be approved by the District Board of Directors.

It is expected that the Project Manager will work a minimum of 50% of their time on this project. Thus, it is preferred that the Project Manager have a local office in Santa Barbara County for the duration of the study. However, if the Project Manager is located outside Santa Barbara County, Consultant may demonstrate that the Project Manager can effectively manage the project at no additional expense or inconvenience to the EWS/District. The District will not reimburse the Project Manager for direct costs of relocation, living expenses, long-distance travel, or office expenses.

B. MINIMUM QUALIFICATIONS

All consultants must provide evidence of the following minimum qualifications via signed statement:

- • Consultant shall have a minimum of ten (10) years experience in the field of master planning consulting.
- • Experience shall include a demonstrated capability in project management, urban planning and design, as well as recreational, entertainment, hospitality, convention and visitor facilities planning and architecture.
- • Other desirable capabilities of the consulting teams shall include cost estimating, real estate economics, commercial real estate development, transportation planning, landscape architecture, hydrology/water resources, and civil engineering.

C. SUBMITTAL REQUIREMENTS

The Consultant's Statement of Qualifications submittal should contain the following, but shall be limited to no more than twenty (20) pages total:

1. Identification of the location of the office from which the consulting services will be performed.
2. List of all members of the Consultant's team. The Project Manager must be identified, along with a commitment to assign that person to the project for the duration of the contract, subject to a written approval from the EWS/District for a change. Provide resumes for all key members of the Team. Resumes may be attached in an Appendix and shall not be included in the page count.
3. Description of the Consultant's relevant project experience. Examples of at least three projects completed within the last five years must be given, including an identification of the proposed team members who participated in the work and their roles. Client references, including name, organization, phone number, email address, shall be given for those who can comment on the consultant's performance on the projects given as representative experience.
4. Statement of Consultant's anticipated annual (2024/2025) workload and commitments that might affect the Consultant's services and availability.
5. Declaration regarding existing and potential conflicts of interest, particularly within the area of influence of the Planning Area.
6. Description of the Consultant's proposed approach to the Scope of Work, including any recommended additions or deletions to accomplish the intended result of providing a comprehensive update of the long range facilities master plan for the Earl Warren Showgrounds.
7. It is the EWS/District's goal to accomplish the Master Plan Update within no more than twelve months (assume a start date in March 2024). The Consultant shall demonstrate how they propose to achieve this goal.

D. CONTRACT TERMS

In addition to the above, the following terms and conditions shall become part of the contract awarded to the successful consultant:

1. Consultant agrees to comply with any requirements arising from any audits/evaluations conducted by EWS/District management, the Department of Food & Agriculture, and/or the Attorney General's Office.
2. The EWS/District retains the right of final approval on all work to be performed.
3. Proof of insurance meeting the requirements of the State and the District (see attached FE-13) must be submitted to the District upon contract award. Failure to do so could result in the termination of said contract. A Certificate of Insurance for Workers' Compensation, Errors and Omissions, General and Automobile Liability, covering the period of this contract, must be submitted with the signed contract. Certificates must be submitted directly by the Consultant's insurance carrier. Only originals, without ink or white-out changes, will be accepted.
4. If at any time during the term of the Agreement, Consultant fails to maintain any of the insurance requirements, the District may, at District's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of the Agreement by the Consultant and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Consultant, until notice is received by District that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactorily to District; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Consultant under the Agreement. No action taken by EWS/District pursuant to this paragraph shall in any way relieve Consultant of its responsibilities under this Agreement.
5. The phrase "fails to maintain any of the insurance requirements" shall include, but is not limited to, notification received by District that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent. In no event is EWS/District responsible for the payment of premiums or deductibles of any required coverage's. It is the intent of the parties that consultant's insurance coverage shall be primary and that any separate coverage available to EWS/District, the State of California, and other additional insureds, named in the contract shall be secondary. Nothing contained in the Agreement shall be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages resulting from Consultant's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude EWS/District from taking other actions available to it under the contract documents or by law.
6. Comprehensive general liability insurance (hereinafter "the liability policy") shall be maintained in a minimum amount of combined single limit of **\$1,000,000.00** (one million dollars) per occurrence, as respects bodily injury and property damage, and must also include the following coverages: personal injury, broad form property damage, products and completed operations, contractual liability, and losses related to independent consultants and equipment.
7. Consultant shall be a qualified self-insurer pursuant to the requirements of the California Labor Code or shall maintain full Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the

Labor Code, along with Employer's Liability coverage, in a minimum sum of **\$1,000,000.00** (one million dollars), with either the State Compensation Insurance Fund or a licensed carrier.

8. If any injury occurs to any employee of Consultant for which the employee (or his dependents in the event of his death) may be entitled to compensation from EWS/District under the provisions of said Act, an amount sufficient to cover such compensation shall be retained by District out of the sums due Consultant under the Agreement, until such compensation is paid or it is determined that no compensation is due. If EWS/District is required to pay such compensation, the amount so paid will be deducted from the sums due Consultant.
9. Consultant further agrees to defend, indemnify, save and hold harmless the EWS/District and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom Consultant may be liable under any Workers' Compensation law and to protect the EWS/District from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with, the exercise by Consultant of the privileges herein granted.
10. Consultant agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the EWS/District to Consultant or its employees.
11. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the EWS/District.
12. In no way will the awarded contract create a partnership, joint venture, landlord-tenant, principal- agent or such similar relationships between the parties.
13. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

PART IV RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFQ REQUIREMENTS AND CONDITIONS

1. Errors

If a consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, consultant shall immediately notify the EWS/District of such error in writing, addressed to the contact person listed on the cover page, and request modification or clarification of this document. Modifications and clarifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 2, below.

2. Addenda

If necessary, the EWS/District will modify the RFQ prior to the date set for submission of final SOQ's, by issuance of an addendum to all parties who have been furnished notice of the RFQ for participation. All consultants should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting an SOQ in response to the RFQ.

3. Definitions

The use of "shall," "must" or "will" indicates a *mandatory* requirement or condition in this RFQ. Failure to include such mandatory requirements or conditions will result in the disqualification of an SOQ.

The words "should" or "may" indicate a *desirable* attribute or condition, but are permissive in nature and may affect the score the proposal receives.

4. Grounds for Rejection of the Statement of Qualifications

An SOQ *shall* be rejected if-

- It is received at any time after the exact time and date set for receipt of SOQ's, as stated in

Part I, paragraph B.

- It is not prepared in accordance with the required format, or information is not submitted in the format required by this RFQ.
- The consultant has submitted multiple SOQ's in response to this RFQ, without formally withdrawing other SOQ's.
- Any member of the team has contacted a member of the Committee or the District Board of Directors in reference to this project.

An SOQ may be rejected if-

- It contains false or misleading statements or references which do not support attributes or conditions contended by the consultant. (The SOQ *shall* be rejected if, in the opinion of the EWS/District, such information was intended to mislead the EWS/District in its evaluation of the SOQ and the attribute, condition, or capability of meeting the requirements of this RFQ.)
- It is unsigned.

5. Right to Reject any or all SOQ's

It is the policy of the EWS/District not to solicit proposals unless there is a bona fide intention to award a contract. However, the EWS/District reserves the right to reject any or all proposals, or to cancel the RFQ at any time during the process. The EWS/District shall not reimburse any costs incurred in the preparation or submittal of said SOQ's.

6. Protests

A consultant may file a protest against the awarding of the contract. The protest must be filed with the 19th DAA Board of Directors, Attention: Board President; and with the 19th DAA CEO. The protest must be received no later than 11:00 am. on the fifth working day after notice of proposed award was posted in a public place at the 19th DAA's Administration Office.

IN ADDITION, within five (5) calendar days after filing the protest, the protesting consultant shall file with the 19th DAA Board of Directors and CEO, a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE: Failure to file notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest, stating grounds for protest, will result in the protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Disposition of SOQ's

All materials submitted in response to this RFQ shall become the property of the EWS/District. All SOQ's, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award. If an individual or entity requests copies of these documents, the EWS/District will assess a fee to cover duplicating costs. Documents may be returned only at the EWS/District's option and at the consultant's expense. Four (4) copies of each consultant's proposal must be retained for official EWS/District files.

2. Confidentiality of SOQ's

The EWS/District will hold the contents of all SOQ's in confidence until issuance of the Notice of Proposed Award; once issued and posted, no SOQ will be treated as confidential. However, if a consultant maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the SOQ to retain the claim of confidentiality. *Consultants may not identify the entire SOQ as confidential or proprietary.*

The materials submitted may be used by the EWS/District to justify the awarding or not awarding of a contract if a protest is filed. The EWS/District will not be liable for inadvertently releasing confidential materials, although the EWS/District will use the best efforts to prevent the release of said material.

3. Modification or Withdrawal of SOQ's

Any SOQ which is received by the EWS/District before the time and date set for receipt of SOQ's may be withdrawn or modified by written request of the consultant. However, in order to be considered, the modified SOQ must be received by the time and date set for receipt of SOQ's in Part II and any prior SOQ's must be formally withdrawn.

A consultant cannot withdraw or modify a SOQ after the due date and time for receipt of SOQ's and further, and SOQ cannot be "timed" to expire on a specific date. For example, a statement similar to "This SOQ and the cost estimate are valid for sixty (60) days," is non-responsive to the RFQ.

PART V

EVALUATION, SELECTION AND SCORING PROCESS

Each SOQ shall be evaluated for responsiveness to the EWS/District's needs as described in this RFQ. This part describes the process the Committee will follow when evaluating and scoring SOQ's and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a consultant for clarification purposes only. The consultant will not be allowed to ask questions concerning other consultants, but only to respond to clarification questions from the Committee. SOQ's cannot be amended by the consultant after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of SOQ's, as stated in the RFQ schedule, each SOQ will be examined to determine if:
 - submittal was received by the deadline time and date, and
 - the SOQ physical format requirements were met.

This is not a public review.

2. SOQ's that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for evaluation, to include:
 - review of consultant's qualifications and experience,
 - confirmation that the information is presented in the format required by the RFQ, and
 - all required documentation is included and correct.

SOQ's that do not present the information in the format required may be rejected as non-responsive. **This is not a public review.**

3. The EWS/District reserves the right to verify any references and experience disclosed in the SOQ or to ascertain the accuracy of information presented. Misinformation or

inaccuracies are grounds for disqualification or receipt of a lower score. **This is not a public review.**

4. The Committee will evaluate each SOQ that meets the format requirements and assign points for the quality and completeness of consultant's qualifications and statement of interest. **This is not a public review.**
5. The Committee may request interviews of the consultants for clarification of SOQ's. Following any interviews, the SOQ's may be re-scored. **This is not a public review.**
6. In order to obtain the average score for each consultant, the total points of *each* reviewer will be added up for *each* consultant and the result divided by the number of people on the Committee. **This is not a public review.**
7. The "Cost Estimate and Fee Schedule" of all qualified consultants will then be opened. Certified small business consultants, who have included in their SOQ a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%) on their financial bid. Each financial bid shall then be scored in accordance with the formula detailed on page 23. **Consultants may attend this portion of the review process.**
8. Selection of the consultant is based on the **highest score** of the responsive, qualified SOQ's, as described in Part II, F.
9. All consultants will be notified of the results. Notice of the proposed contract award will be posted for five (5) working days at the 19th DAA Contracts Department. During that period of time, a protest may be filed.

B. SCORING PROCESS - Consultants must provide all information requested herein in order for their SOQ to be scored.

1. Experience & Qualifications (80 points possible)

- Minimum of ten (10) years experience in master planning consulting. Please include documentation that substantiates experience required as stated in Part III, B. and C. Consultant's demonstrated capability in project management, urban planning and design, as well as recreational, entertainment, hospitality, fairgrounds, convention and visitor facilities planning and architecture. **(25 points)**
- Consulting team's capabilities in cost estimating, real estate economics, commercial real estate development, landscape architecture, transportation planning, geotechnical, and civil engineering. Description of the Consultant's relevant project experience. Examples of at least three projects completed within the last five years must be given, including an identification of the proposed team members who participated in the work and their roles. **(25 points)**
- Description of the Consultant's proposed approach to the Scope of Work, including any recommended additions or deletions to accomplish the intended result of providing a comprehensive update of the long range facilities master plan for the Earl Warren Showgrounds. This shall include a statement of Consultant's anticipated annual (2024/2025) workload and commitments that might affect the Consultant's services and availability as

well as Consultant's proposed schedule, demonstrating how they shall complete the Master Plan Update within no more than twelve months. **(20 points)**

- Current (within past 5 years) references and letters of recommendation that document experience, qualifications, dependability and reliability. Copy of applicable certifications. **(10 points)**

2. Cost Estimate & Fee Schedule (20 points possible)

PART VI MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

This part provides instructions to the consultant regarding the mandatory SOQ format and content requirements. The consultant must remember that:

- All SOQ's submitted must follow the SOQ format instructions.
- All information must be presented in the order and manner requested;
- All questions must be answered; and
- All requested data must be supplied.

SOQ's not following the required format will be deemed non-responsive and will be rejected.

B. SOQ FORMAT AND CONTENT

Each SOQ must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in Part II, paragraph C.

1. Section 1 - Qualifications

Information in this section is to be provided in the order requested, beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11 inch paper; and all narrative portions of the SOQ should be typed.

The first page of the consultant's "Qualifications" must be a **signed** cover letter on the letterhead of the consultant, containing the following statement verbatim:

"Submission of this SOQ signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning RFQ #00-01, to which this SOQ responds, have been read and understood. Further, in signing this letter as the authorized representative of the submitting consultant, it is expressly agreed by the consultant that failure to have provided accurate and truthful information in this SOQ or any deviation from any requirement or performance measure stated in the RFQ shall constitute grounds for rejection of this SOQ. Additionally, consultant agrees that if the submitted SOQ is not in the required format of the RFQ, consultant's SOQ will be deemed non-responsive."

The person's name must be printed clearly below the signature line and signature must be dated. If consultant fails to submit this document or it is not signed and dated, the SOQ will be rejected as being non-responsive.

Table of Contents:

- consultant's qualifications, experience and references, as requested in Part V, B;
- a completed, dated and signed "Consultant/Contractor Status Form";
- a copy of the "OSMB Small Business Certification Approval Letter", if consultant is claiming the Small Business Preference;
- a copy of consultant's current insurance certificate(s)

2. Section 2 - Financial Proposal

The Financial Proposal form must be completed, signed and dated.

PART VII FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY CONSULTANT

- Consultant/Contractor Status Form
- Financial Proposal Form

B. DOCUMENTS TO BE COMPLETED BY 19th DAA

- Notice of Proposed Award after finalist is determined

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE

AWARDED

- Standard Agreement Form
- Std. 2, Standard Contract Terms and Conditions (SCTC)
- FE-13, Insurance Statement

CONSULTANT/CONTRACTOR STATUS FORM RFQ #00-01

Page 1 of 2

Consultant's Name _____

Federal Employer ID # _____ (full business name)

Address _____

County _____

City _____

Zip Code _____ (principal place of business)

Status Of Consultant Proposing To Do Business (Please check one)

_____ Individual _____ Limited Partnership _____ General Partnership _____ Corporation

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

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

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

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

partnership: _____

Corporation

Place and date of incorporation _____

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

Current officers: President: _____ Secretary: _____

Other Officers: _____

All must answer:

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

Vice President: _____ Treasurer: _____

CONSULTANT/CONTRACTOR STATUS FORM RFQ #00-01

Page 2 of 2

Fictitious Name

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

Small Business Preference

Are you claiming preference as a small business in reference to this RFQ? _____ Yes _____ No

If yes, the consultant is required to submit a copy of the OSMB's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: _____

Litigation or Hearings

List any civil or criminal litigation or administrative hearings currently pending or filed against the consultant's organization, owners, officers or employees within the last three years. State the case number, cause of action, agency or court where pending and status of litigation or hearing; attach additional pages if needed:

The EWS/19th DAA reserves the right to verify the information provided on this form by the consultant under the RFQ process.

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

(Print Name & Title)

(Signature)

(Date)

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

COST ESTIMATE & FEE SCHEDULE FORM RFQ #00-01

In order to submit a cost estimate, the consultant must abide by all of the parameters as set forth in this RFQ. All costs and fees must be detailed. The cost estimate and fee schedule is worth up to **20 points**. The lowest bid shall receive 20 points. The score for each of the other cost estimates shall be determined utilizing the following formula: the lowest bid is divided by the next lowest bid and then multiplied by 20 points (e.g. $\$125,000 \div \$130,000 = .96 \times 20 = 19.2$ points). Award of any contract shall be made to the qualified consultant who receives the **highest total score**.

- In the event of a tie, contract shall be awarded to the consultant with the higher score on Section 1. **Total Estimated Cost** \$ _____

In addition, provide a fee schedule for the above, with the estimated number of hours required for each member of the Team. Proposal shall indicate billing rates of the project manager and of all contractors, including subcontractors, by personnel category and hourly rate, with a commitment to maintain their rates for a minimum of one year.

Are you claiming preference as a small business? _____ Yes _____ No

If yes, consultant must submit OSMB's Small Business Certification Approval Letter with the technical proposal package.

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

FIRM NAME

MAILING ADDRESS

FEDERAL IDENTIFICATION NUMBER

TELEPHONE NUMBER

Consultant certifies to the 19th DAA that he/she has thoroughly familiarized him/herself with the terms and conditions of this RFQ and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFQ would have revealed.

By his/her signature of this proposal form, the consultant certifies that he/she has read and understands the RFQ package, including the information regarding bid protests. Further,

consultant certifies that the information provided by the consultant is accurate, true and correct and not intended to mislead the 19th DAA in any manner.

_____ PRINT NAME & TITLE

_____ SIGNATURE

_____ DATE