

OFFICE OF EXPOSITION PARK MANAGEMENT

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Los Angeles, CA 90037
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May 20, 2019

Invitation for Bid: USC NDA Parking Study; IFB-OEPM 19-006**Notice to Prospective Bidders**

The Office of Exposition Park Management (OEPM) invites you to review and respond to this Invitation for Bid (IFB), OEPM 19-006 entitled "University of Southern California Non Disturbance Agreement Parking Study." The OEPM is a Department within the State of California. As such, all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be reviewed or downloaded at internet site

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

This IFB is advertised on the California State Contracts Register (CSCR) at:

<https://caleprocure.ca.gov/pages/index.aspx>. In submitting your bid, you must comply with all instructions contained herein. You are also encouraged to register online at:

<https://caleprocure.ca.gov/pages/index.aspx>, as it is your responsibility to ensure receipt of any updates or addenda issued relative to this IFB.

The OEPM is not responsible for routine or unscheduled maintenance on the Cal eProcure website; or any other technical maintenance that makes the website unavailable.

It is the opinion of the OEPM that this IFB is complete and without need of explanation. However, if you have any questions, notice discrepancies or inconsistencies, or need clarification, please submit them on Cal eProcure. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

The contract will tentatively be in effect from June 12, 2019 – July 26, 2019 and the contract price will not exceed \$15,000.00 per. In submitting your bid, you must comply with all instructions contained herein.

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I. Purpose and Description of Services

The OEPM is seeking a qualified consulting firms/teams (Consultants) to complete a parking study to determine the current fair market value per parking space available to guests attending University of Southern California (USC) Football games at the Los Angeles Memorial Coliseum located within Exposition Park (for the years 2019 through 2023). For a complete description of services please refer to **Exhibit A- Scope of Work** of this solicitation.

II. Background

As a Department of the State of California, the OEPM is the primary landowner of Exposition Park. As part of a long-term lease agreement with the USC, the OEPM is obligated to sell USC parking for USC football games at a rate determined by a parking rate study that is effectuated every five years. This parking study will set the parking rates for USC football games beginning in 2019 through 2023.

III. Minimum Qualifications for Bidders

- A. Failure of the bidder to sufficiently meet the below minimum qualifications, in the opinion of the OEPM, may result in the bidder's bid deemed non-responsive.

The bidders must:

1. Have experience providing statewide and national parking consulting services such as performing valuation consulting, capitalization rate research, functional design studies and parking trend analysis.
 2. Have at least 5 years providing similar services or studies to public agencies and private institutions who own parking facilities.
 3. Demonstrated familiarity with Exposition Park and USC football game parking logistics.
 4. Ability and capacity to complete the study within the timeframe outlined in this solicitation (45 calendar days).
 5. Have the staffing with appropriate expertise and education to execute the deliverables outlined.
- B. Bidders must submit a Statement of Qualifications along with their Cost Bid outlining how they meet the minimum qualifications listed above. The Statement of Qualifications shall include the following:
1. **Cover Letter** - The cover letter is to be signed by an officer of the firm authorized to execute a contract with the State of California.

2. **Resumes** - Bidders must submit a resume for individuals providing the services defined in the sample contract. Each resume must clearly demonstrate how the individual meets the minimum bidders qualifications.

IV. Bid Requirements and Information

A. Key Action Dates

Below is the tentative time schedule for this IFB. Clarifications to the solicitation will be provided in the form of a written addendum to all bidders. The OEPM reserves the right to modify the IFB and/or change the date and time at its sole discretion, prior to the date fixed for submission of bids, by the issuance of an addendum that will be posted on the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov/pages/index.aspx>

The OEPM also reserves the right to modify or cancel in whole or any part of this solicitation.

Listed below are the important dates and times by which actions must be taken or completed. Dates listed below are estimates only, and subject to change at the OEPM’s sole discretion. The date work begins will be considered to be different from the actual start date of the contract/agreement. No work shall begin until all required approvals and signatures, including Department of General Services Office of Legal Services, are obtained.

KEY ACTIONS	DATE(S)	TIME
IFB available to prospective bidders	May 20, 2019	
Final Date for Bid Submission	June 3, 2019	10:00 A.M.
Cost Bid Opening	June 4, 2019	1:00 P.M.
Posting of Notice of Intent to Award (estimate)	June 5, 2019	
Proposed Agreement Award Date (estimate)	June 12, 2019	

B. Bid Requirements

Bids should be and/or include:

- Well organized information.
- Narrative on company’s experience.
- Organization chart.
- Minimum of three examples of similar or same work.
- Complete packet with all attachments, exhibits and other required documents.
- Paginated and formatted at 12 font, one inch margins all around, date stamped, etc.

C. Submission of Bid

1. Bids should provide straightforward and detailed descriptions of the bidder’s ability to satisfy the requirements of this IFB. The bid must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a bid.

2. The bid package should be prepared in the least expensive method. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB's instructions and requirements, and completeness and clarity of content.
3. The bid must be submitted under sealed cover and sent to the Office of Exposition Park Management by dates and times shown in Section IV. A, Key Action Dates. Bids received after this date and time will not be considered.
4. The Bid must be separated into two parts and submitted in two separate and sealed envelopes, Part 1) the narrative/technical bid, and Part 2) the Cost Bid. Bids that are not separated and sealed (the narrative/technical component from the cost component) will be deemed ineligible. Both sealed envelopes should then be placed in one sealed package.
 - A. The original bid (narrative/technical bid) must be marked "ORIGINAL COPY." The Bidder must provide six (6) total (one original plus five copies).
 - B. ONLY one (1) original Cost Bid shall be submitted. Please DO NOT submit copies of the Cost Bid. (Attachment 12).
 - C. Documents contained in the original bid package must have original signatures and must be signed by a person who is authorized to bind the proposing company. All additional bid sets may contain photocopies of the original package.
5. Mailing/Delivery Instructions
The bid package/envelope must be marked with the IFB number and title (IFB No. OEPM 19-006: USC NDA Parking Study), company name, address, and must be marked with "DO NOT OPEN"

ONE (Single) SEALED PACKAGE/ENVELOPE

Company Name
Company Address

Office of Exposition Park Management
Attention: Diana Mendoza
700 Exposition Park Drive
Los Angeles, CA 90037

IFB No. OEPM 19-006 USC NDA Parking Study

DO NOT OPEN

- a. Bids not submitted under sealed cover and marked as indicated may be rejected. If the bid is made under a fictitious name or business title, the actual legal name of Bidder must be provided. Label (as instructed above), and mail or deliver package to the following location:

**Office of Exposition Park Management
700 Exposition Park Drive
Los Angeles, CA 90037
Attention: Diana Mendoza**

- b. If the bid is hand delivered, you must receive a receipt from OEPM that is signed and dated, confirming that your bid was received prior to the Bid Submittal Deadline indicated in Section IV. A, Key Action Dates.
6. All bids shall include the documents identified in Attachment 1. Required Attachment Checklist (see page 23). Bids not including the proper “required attachments” may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
 7. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause bid to be rejected.
 8. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the agreement.
 9. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.
 10. An individual who is authorized to bid the bid contractually shall sign the Certification Sheet (Attachment 3). The signature should indicate the title or position that the individual holds in the company. An unsigned bid may be rejected.
 11. A Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the submission deadline. Modifications offered in any other manner, oral or written, will not be considered.
 12. A Bidder may withdraw its bid by submitting a written withdrawal request to the OEPM, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the submission deadline. Bids may not be withdrawn without cause subsequent to submission deadline.

13. The awarding department may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who have been furnished an IFB for bid purposes.
14. The awarding department reserves the right to reject all bids. The department is not required to award an agreement.
15. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
16. Where applicable, the Bidder should carefully examine work sites and specifications. The Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
17. More than one bid from an individual, company, partnership, corporation or association under the same or different names, will not be considered.
18. The State does not accept alternate contract language from a prospective Bidder. A bid with such language will be considered a counter bid and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
19. NO ORAL UNDERSTANDING OR AGREEMENT SHALL BE BINDING ON EITHER PARTY.

D. Verification & Evaluation Criteria

1. Each bid, submitted to the OEPM by the final date for bid submission date and time specified in the Key Action Date section, will be reviewed for compliance with the mandatory corporate qualifications, minimum personnel qualifications and submission requirements of this IFB.
2. Responsiveness and responsibility determination
 - a. The OEPM will evaluate each bid to determine its responsiveness and each bidder's responsibility to the published requirements of this IFB.
 - b. A responsive bidder is one who submits a bid that meets all the submission requirements and minimum qualification requirements stated in this IFB. A responsible bidder is one that is trustworthy and possesses the necessary quality, fitness, and capacity to satisfactorily perform the proposed work.
 - c. Responsive bids shall be considered evidence of the bidder's responsibility. The OEPM reserves the right to reevaluate a bidder's responsibility prior to award and

is in no way limited to submitted bid packages in deciding as to a bidder's responsibility. In determining whether a bidder is responsible, the OEPM may require bidders to submit further evidence of their qualifications.

3. Nonresponsive offers

In addition to any condition previously indicated in this IFB, the following occurrences may cause the OEPM to deem a bid/offer nonresponsive.

- a. Failure of a Bidder to comply with this IFB content or submission instructions.
 - b. Receipt of a Statement of Work that is conditional, materially incomplete or defective.
 - c. OEPM discovering, at any stage of the selection or upon contract award, that the Awarded bidder is unwilling or unable to comply with the contract terms, conditions, attachments, or exhibits cited in this IFB, or the Sample Contract.
4. Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. Bids that contain any deviation from the work specifications will be rejected.
5. Correction of clerical or mathematical errors
- a. OEPM reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or mathematical errors occurring in the bid or on the Cost Worksheet.
 - b. Bidders may be required to submit a revised Cost Worksheet if the correction of a mathematical error results in an alteration of any rates, costs, figures, calculations, annual cost, or total cost offered.
6. State's Right to Reject Responses
- a. The OEPM, at its sole discretion, reserves the right to reject any bid containing price elements that exceed the anticipated funding limit(s) indicated by the OEPM in its IFB, or other communication.
 - b. The OEPM, at its sole discretion, reserves the right to reject any bid submitted by a firm that has been decertified or ineligible for a contract by a state or federal agency. This includes firms that are no longer in good standing or not qualified to conduct business in California.
7. The OEPM, at its sole discretion, reserves the right to collect, by hand delivery, fax, email, mail or other method, the following information:

- a. Information or data omitted from a bid or required exhibit/form.
 - b. Information/material needed to clarify or confirm statements/claims made by the Bidder in their bid.
 - c. Information/material or form/attachment needed to correct or remedy an immaterial defect in a bid.
8. Immaterial deficiency
- a. The OEPM may waive any immaterial deficiency in any bid and allow the bidder to remedy those deficiencies. The OEPM reserves the right to use its best judgment to determine what constitutes an immaterial deficiency.
 - b. The OEPM waiver of an immaterial deficiency in a bid shall in no way modify this IFB or excuse a bidder from full compliance with all IFB requirements.

9. Unanticipated errors

The OEPM reserves the right to remedy errors caused by the OEPM office equipment malfunctions, negligence by the OEPM staff, or natural disasters (i.e., floods, fires, earthquakes, etc.).

10. Tie bids:

Should two or more bidders submit bids that, after the calculation of preferences as described in Preference and Incentive Programs, result in a tie, the OEPM shall resolve the tie as follows:

- a. In accordance with Government Code section 14838, subdivision (f), in the event of a precise tie between a small business (SB) or microbusiness (MB), and a disabled veteran-owned small business or microbusiness, the agreement shall be awarded to the disabled veteran-owned small business or microbusiness.
- b. In accordance with the California Code of Regulations, title 2, section 1896.6, if, after the application of the small business preference, the bid of the SB is equal to the lowest priced bid from a responsible non-small business, the agreement shall be awarded to the SB.
- c. In all other circumstances and in accordance with the State Contracting Manual, the tiebreaker will be a coin toss. The OEPM will notify the affected bidders no less than 24 hours prior to the coin flip to allow the bidder or their designee to be present to witness the coin toss. The OEPM will document in the contract file all steps taken to resolve the tie. In no event will the OEPM settle a tie by dividing the work among the tied bidders.

E. Bid Opening

Bid packages received according to the IFB instructions on or before the bid due date in the Key Action Dates section, will be publicly opened and read in the OEPM lobby at 11150 International Drive, Rancho Cordova, CA 95670. Persons planning to attend the bid opening must RSVP to the OEPM contact so arrangements can be made with THE OEPM Security Services.

F. Award and Protest

1. Notice of the proposed award shall be posted at the parking kiosks located at the Visitor Structure and Lot 3, and in the foyer of the Wallis Annenberg Building at 700 Exposition Park Drive, Los Angeles, CA 90037, and online on the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov/pages/index.aspx> five (5) working days prior to awarding the Agreement.
2. If any bidder, prior to the award of agreement, files a protest with the Office of Exposition Park Management (OEPM) and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the IFB, or if the agency followed the evaluation and scoring methods in the IFB, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
3. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services, Office of Legal Services and the Office of Exposition Park Management a detailed statement specifying the grounds for the protest.
4. If rejected, upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
5. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.

G. Disposition of Bid

1. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

V. Preference Programs

A. Small Business (SB) or Microbusiness (MB) Preference

If bidder is claiming the 5% certified Small Business or micro business preference, or is committing to subcontract 25% or more of their net bid price to one or more Certified Small Businesses or microbusinesses, complete Attachment 9 (Bidder Declaration GSPD-05-105) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or bidders using the non-small business preference shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

B. Disabled Veteran Business Enterprise (DVBE)

Note, there is no DVBE participation requirement. The DVBE incentive has been waived.

VI. Bid Requirements

1. All bids must include Attachments 1 through 11.
2. All bids must include a narrative description of the Bidder's ability to satisfy or exceed all requirements of this IFB. (Attachment 12).
3. Submit five (5) copies plus one (1) original of the narrative/technical bid. The original bid must be marked "ORIGINAL COPY".
4. Submit only one (1) original Cost Bid (Attachment 12). Do not submit copies of the Cost Bid.

Attachment 1

Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to the State. This checklist should be returned with your bid package also. Completion of this checklist does not preclude the State from confirming your bid’s compliance with all RFP requirements.

Completed by Bidder		Confirmed by OEPM
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 1: Required Attachment Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2: Certificate of Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 3: Certification Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4: Bidder References Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5: Payee Data Record (STD 204)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6: Contractor’s Certification Clauses (CCC)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7: Darfur Contracting Act Certification Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8: Secretary of State Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9: Bidder Declaration (GSPP-05-105)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 10: Bidder Minimum Qualifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 11: Cover Letter and Resumes	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 12: Cost Bid	<input type="checkbox"/> Yes <input type="checkbox"/> No

Attachment 2

Certificate of Insurance

Provide the Certificate of Insurance that meets all the requirements as stipulated in Exhibit D.

Attachment 3

Certification Sheet

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package.

- A. Our all-inclusive bid is detailed in Attachment 13, Cost Bid.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. AN UNSIGNED BID/BIDDER CERTIFICATION SHEET MAY BE CAUSE FOR REJECTION.

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

See Completion Instructions for Bid/Bidder Certification Sheet on following page.

Completion Instructions for Bid/Bidder Certification Sheet

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

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

Attachment 4

Bidder References Form

Submission of this form is **mandatory**. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

Complete the references sections below listing information for three (3) references detailing experience related to similar services as described in the Scope of Work. Two (2) of the three (3) references must be current within the last five (5) years. All references need to be for completed by the contractor/bidder, not work completed by subcontractors.

REFERENCE 1		
Name of Company:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Telephone Number:	
Dates of Service:	Value or Cost of Service:	
Provide Summary of Services		

REFERENCE 2		
Name of Company:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Telephone Number:	
Dates of Service:	Value or Cost of Service:	
Provide Summary of Services		

REFERENCE 3		
Name of Company:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Telephone Number:	
Dates of Service:	Value or Cost of Service:	
Provide Summary of Services		

Attachment 5

Payee Data Record (STD 204)

The Payee Data Record (STD 204) may be viewed and downloaded on the Internet. Go to:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Attachment 6

Contractor Certification Clauses (CCC)

The Contractor Certification Clauses may be viewed and downloaded at the following Internet site: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-April-2017-FINALapril-2017.ashx?>

Attachment 7

Darfur Contracting Act Certification

The Darfur Contracting Act Certification may be viewed and downloaded at the following Internet site: <http://www.water.ca.gov/publications/forms/9657.pdf>

Attachment 8

Secretary of State Certificate

Provide a copy of the Secretary of State Certificate. When agreements are to be performed in the State of California by corporations or partnerships; the contracting agencies must verify that the bidder is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. Information regarding this requirement is available on the Secretary of State's website at: <https://businesssearch.sos.ca.gov/>.

1. Select a "Search Type."
2. Enter your company's name or entity number.

Click "Search" or press the enter key.

3. Click on the link under "Entity Name."
4. Print the Business Search – Entity Detail screen.

Submit that printout with your bid

Attachment 9

Bidder Declaration

The Bidder Declaration may be viewed and downloaded at the following Internet site:

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

Attachment 10

Bidders Minimum Qualifications

The Bidder must respond to each of the mandatory qualifications below by checking “Yes” or “No” and completing the project description, if applicable. Failure to provide responses to any mandatory qualification will deem the bid non-responsive and ineligible for award. Bidders must meet each mandatory qualification.

MANDATORY QUALIFICATIONS	MEETS REQUIREMENT	
	YES	NO
1. Have experience providing statewide and national parking consulting services such as performing valuation consulting, capitalization rate research, functional design studies and parking trend analysis.		
2. Have at least 5 years providing similar services or studies to public agencies and private institutions who own parking facilities.		
3. Demonstrated familiarity with Exposition Park and USC football game parking logistics.		
4. Ability and capacity to complete the study within the timeframe outlined in this solicitation (45 calendar days).		
5. Have the staffing with appropriate expertise and education to execute the deliverables outlined.		

CERTIFICATION: By signing below, I hereby certify under penalty of perjury that the information in this document is true and correct.

Authorized Representative Name _____ Date _____

Authorized Representative Signature _____

Attachment 11

Cover Letter and Statement of Qualifications

As stipulated in Section III. Minimum Qualifications Item B.:

Bidders must submit a Statement of Qualifications along with their Cost Bid outlining how they meet the minimum qualifications listed above. The Statement of Qualifications shall include the following:

A. **Cover Letter** - The cover letter is to be signed by an officer of the firm authorized to execute a contract with the State of California.

B. **Resumes** - Bidders must submit a resume for individuals providing the services defined in the sample contract. Each resume must clearly demonstrate how the individual meets the minimum bidders qualifications defined in Attachment 10.

Attachment 12

Cost Bid

Cost Requirements

Bids must be based on a fixed cost for all tasks and deliverable identified in the sample contract. Bidders must include all billable costs within their bid. Bidders should submit their best offer.

Total charge for completion of work \$ _____

Signature of Authorized Representative

By signing this document bidder is making a firm, irrevocable offer.

FAILURE TO SIGN IS GROUNDS FOR REJECTION.

<i>Signature of Authorized Representative:</i>	<i>Date</i>
<i>Print Name:</i>	<i>Title:</i>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES		AGREEMENT NUMBER		PURCHASING AUTHORITY NUMBER (if applicable)																
STANDARD AGREEMENT																				
STD 213 (Rev. 10/2018)																				
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:																				
CONTRACTING AGENCY NAME																				
CONTRACTOR NAME																				
2. The term of this Agreement is:																				
START DATE																				
THROUGH END DATE																				
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 hereby incorporated by reference as if attached hereto.																				
<table border="1"> <thead> <tr> <th>EXHIBITS</th> <th>TITLE</th> <th>PAGES</th> </tr> </thead> <tbody> <tr> <td>Exhibit A</td> <td>Scope of Work</td> <td></td> </tr> <tr> <td>Exhibit B</td> <td>Budget Detail and Payment Provisions</td> <td></td> </tr> <tr> <td>Exhibit C *</td> <td>General Terms and Conditions</td> <td></td> </tr> <tr> <td>* *</td> <td></td> <td></td> </tr> </tbody> </table>						EXHIBITS	TITLE	PAGES	Exhibit A	Scope of Work		Exhibit B	Budget Detail and Payment Provisions		Exhibit C *	General Terms and Conditions		* *		
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Exhibit A	Scope of Work																			
Exhibit B	Budget Detail and Payment Provisions																			
Exhibit C *	General Terms and Conditions																			
* *																				
<p>Items shown with an asterisk (*), are hereby incorporated by reference as if attached hereto. These documents can be viewed at www.dgs.ca.gov/olm/standards/contractlanguage.aspx</p>																				
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES TO:																				
CONTRACTOR																				
CONTRACTOR NAME (if other than an individual, state the name of the partnership, etc.)																				
CONTRACTOR BUSINESS ADDRESS			CITY	STATE	ZIP															
PRINTED NAME OF PERSON SIGNING			TITLE																	
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED																	
STATE OF CALIFORNIA																				
CONTRACTING AGENCY																				
CONTRACTING AGENCY ADDRESS			CITY	STATE	ZIP															
PRINTED NAME OF PERSON SIGNING			TITLE																	
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED																	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL			EXEMPTION, IF APPLICABLE																	

Exhibit A

Scope of Work

Contractor agrees to provide the OEPM with all labor, materials, tools, and equipment necessary to this parking study at Exposition Park.

I. BACKGROUND

As a Department of the State of California, the OEPM is the primary landowner of Exposition Park. As part of a long-term lease agreement with the USC, the OEPM is obligated to sell USC parking for USC football games at a rate determined by a parking rate study that is effectuated every five years. This parking study will set the parking rates for USC football games beginning in 2019 through 2023.

II. DESCRIPTION OF SERVICES

The OEPM is seeking a qualified consulting firm to undertake a parking study to determine the current fair market value per parking space made available to guests attending USC football games at the Los Angeles Memorial Coliseum located within Exposition Park from 2019 through 2023. The parking study is required to be completed every five years in accordance with the Non-Disturbance Agreement (NDA) between the State of California and USC. The parking study shall establish two rates for parking in Exposition Park on USC Home Football Game days: (a) one rate shall be established for parking in Parking Lots 1 – 6* and the Visitor Parking Structure; and (b) another rate shall be established for parking for the VIP Parking Areas to the extent such VIP Parking Areas are being made available for parking.

Exposition Park General Parking Areas include: the Visitor Parking Structure (VPS) and Parking Lots 4, 5, and 6*. Additional Parking areas which will be included in the assessment analysis but are currently under construction include the South Parking Structure, a three level located on the westside of the Park. The North Underground Parking Structure is also under construction, but that parking is not included in the required parking inventory as part of the NDA agreement between the State and USC. The attached Exposition Park Map outlines the various parking areas/lots utilized within Exposition Park for USC football home games.

**The OEPM will be rebranding and renaming of all OEPM managed parking areas in Exposition Park. The names referenced in this bid solicitation reflect the current names of those parking areas. Any name changes will be shared with the consultant and should be referenced in the Parking Study.*

The parking inventory listed below is for informational purposes only. The parking inventory OEPM is obligated to sell to USC under the NDA are the following areas ONLY: Visitor Parking Structure (minus the required set aside for the museums), Lots 4, 5, and 6, the South Parking Structure (minus any museum obligations) and the VIP areas

of State Drive, Exposition Park Drive and South Coliseum Drive. The OEPM, at its sole discretion, can sell other parking areas at a rate it chooses. These areas include the South Lawn, parking in the future North Parking Structure and any other parking areas not explicitly called out in the NDA.

Parking Inventory and restrictions:

Exposition Park has approximately 6,100 total parking spaces available during a given USC football home, with 248 designated as VIP parking spaces. At all times, the OEPM must reserve 375 parking spaces for use by the Natural History Museum (NHM) and 600 spaces for California Science Center (CSC) and California African American Museum (CAAM) which may or may not be made available to USC football patrons on game days. In addition, the NHM parking area identified in the attached Exposition Park Map is owned and operated by NHM for their use only and is not included in the available parking inventory and should not be considered for this analysis. Similarly, the Gold Lot adjacent to the Banc of California Stadium is under the control of the Los Angeles Football Club and is not included in the parking inventory outlined above.

Deliverables:

The USC Football Parking Rate Study must be completed and delivered to the OEPM no later than July 26, 2019, unless otherwise approved by OEPM. The parking rate study must include the recommended pricing as well as the justification and data supporting the findings in a clear and verifiable format. Prior to completion of the study, the consultant shall meet with USC representatives and the OEPM to review its findings and incorporate any appropriate feedback or adjustments prior to finalization of the study. The Study must include the following elements:

1. As described in the NDA between USC and the OEPM, the USC Football Parking Study should determine two (2) rates per space: fair market value rate for each space in the General Parking Areas during USC Football Games, and the fair market value rate for each space in the VIP Parking Areas during USC Football Games. The rates determined by this study will go into effect beginning with the 2019 USC football season and continue through the 2023 season.
2. The rates may not be less than the rates determined in the last parking study completed in 2014 which remained static up until the 2018 season. In the 2018 season, the prices per space charged were \$25 for general parking and \$50 for VIP parking areas.
3. Recommendation to be based on an average of the proposed value inflation over the five year period (2019-2023), based on market demands.

Among the factors to be considered, the parking study needs to take into consideration the current parking rates charged at:

- Comparable venues
- Comparable stadium and sports/entertainment parking facilities in Los Angeles County, Orange County and San Diego County, including but not limited to:
 - a. Dodger Stadium
 - b. Rose Bowl
 - c. AEG LA Live / Staples Center
 - d. The Inglewood Forum
 - e. Angels Stadium
 - f. Petco Stadium
- Competing parking facilities in the area during USC Football games within a 2-mile radius
- USC-owned campus parking structures during USC home football games
- Comparable college football venues, and especially Pac-12 Conference member schools, including UCLA (Rose Bowl).

The project representatives during the term of this contract will be:

State Agency: Office of Exposition Park Management (OEPM)	Contractor:
OEPM Contract Manager: Vanessa Esparza, Assistant General Manager	Name:
Phone: (213) 744-2450	Phone:
Fax: (213) 744-2225	Fax:
Email: vanessa.esparza@expositionpark.ca.gov	Email:

Direct all payment inquiries to:

State Agency:

State Agency: Office of Exposition Park Management (OEPM)	Contractor:
OEPM Contract Manager: Vanessa Esparza, Assistant General Manager	Name:
Phone: (213) 744-2450	Phone:
Fax: (213) 744-2225	Fax:
Email: vanessa.esparza@expositionpark.ca.gov	Email:

Work Site Map



Exhibit B

Budget Detail and Payment Provisions

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein (attachment will be added following bid award), which is attached hereto and made a part of this Agreement.
 - A. Invoices shall include the Agreement Number, and shall be submitted in triplicate and monthly in arrears to:

Office of Exposition Park Management
ATTN: Vanessa Esparza, Assistant General Manager
700 Exposition Park Drive
Los Angeles, CA 90037

Billing Cycle:

Monthly Quarterly SemiAnnually Annually Itemized

Note: All services performed are paid in arrears according to billing cycle indicated above.

- B. The State will make payment in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq., after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate:
 - The Contract number.
 - A unique invoice number.
 - The Contractor's name and address.
 - Taxpayer identification number.
 - Description of the completed Work, including services rendered. Task(s) performed, and/or Deliverable(s) made, as appropriate, and the name(s) of employee(s) evaluated.
- C. The OEPM may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

Payment Does Not Imply Acceptance of Work

- A. The granting of any payment by OEPM, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory work in connection with this Agreement.

Release of Claims

- A. The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State and the OEPM of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the OEPM), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final invoice. Contractor's failure to identify any such claims shall operate as a release of all claims.

Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

No modifications to the monthly invoices are permitted without the prior written approval of the Contract Manager or designee. It must be reiterated that all specifications covered by this Contract are to be considered the Contractor's responsibility and are, except as otherwise specifically identified as the expense of Exposition Park, to be undertaken at the sole expense of the Contractor.

Exhibit C

General Terms and Conditions

General terms and conditions can be viewed at:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?>

They are incorporated by reference and made part of this agreement as if attached hereto.

Exhibit D

Special Terms and Conditions

Prior to award of the agreement, Contractor shall furnish the OEPM with a certificate of insurance from an insurance company acceptable to the State of California, that meets the following parameters:

1. General Provisions Applying to All Policies
 - a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
 - b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 - d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
 - h. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - i. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
 - j. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

2. Contract Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

COMMERCIAL GENERAL LIABILITY: Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. *The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor.*

AUTOMOBILE LIABILITY INSURANCE: Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. *The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor.*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY: Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California for all work performed by the Contractor, its employees, agents, and subcontractors.*

PROFESSIONAL LIABILITY: Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

The following will be named as additional insured on the Certificate of Insurance: The State of California; Office of Exposition Park Management; California Science Center; California Science Center Foundation; Science Center School and Amgen Center for Science Learning; California African American Museum; Natural History Museum of Los Angeles County, Natural History Museum of Los Angeles County Foundation; City of Los Angeles' Department of Recreation and Parks EXPO Center and Exposition Park Rose Garden; Banc of California Stadium, LAFC Sports LLC; University of Southern California's Los Angeles Memorial Coliseum; Los Angeles Memorial Coliseum Commission; Classic Parking Inc. including its agencies, departments, officers, agents, employees and servants are named as an Additional Insured.

3. Dispute Provisions
 - A. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - i. The decision under dispute.
 - ii. The reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions).
 - iii. Identification of all documents and substance of all oral communication which support Contractor's position.
 - iv. Dollar amount in dispute, if applicable.
 - B. Upon receipt of the written dispute notice, the Contract Manager or designee will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the Contract Manager or designee shall contain the following information:
 - i. Description of the dispute.
 - ii. Reference to pertinent contract provisions, if applicable.
 - iii. Statement of the factual areas of agreement or disagreement.
 - iv. Statement of the Contract Manager or designee decision with supporting rationale.
 - C. The decision of the Contract Manager or designee shall be final unless, within 30 days from the date Contractor receives the Contract Manager or designee's decision, Contractor files with DCSS a notice of appeal addressed to:

Office of Exposition Park Management
Attn: Ana M. Lasso, General Manager
700 Exposition Park Drive,
Los Angeles, CA 90037
 - D. Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all the Contract Manager or designee's orders and directions.