

**15TH DISTRICT AGRICULTURAL ASSOCIATION**

**INVITATION FOR BID (IFB) PACKAGE**  
**FOR**  
**“2025-2026-2027 FAIRTIME TEMPORARY GRANDSTAND/  
BLEACHERS RENTALS, WITH TWO (2) ONE (1) YEAR OPTIONS FOR  
2028 & 2029”**

**IFB NUMBER 25-01**

**Contact Person:** **Michael Olcott, Chief Executive Officer**

Cell Phone: 661-340-7306

Email: molcott@kerncountyfair.com

This person is the only authorized person designated by the DAA to receive communication concerning this IFB. **PLEASE DO NOT ATTEMPT TO CONTACT ANY OTHER PERSON CONCERNING THIS IFB.** Oral communication of DAA officers and employees concerning the IFB shall not be binding on the DAA, and shall in no way excuse the bidder of obligations as set forth in the IFB. Only questions concerning the technical requirements of the IFB will be answered.

**Date Released:** **Tuesday, June 17, 2025**

## DEFINITIONS

- BIDDER** The individual, company, organization, or business entity submitting the bid in response to the Invitation for Bid.
- 15<sup>th</sup> DAA** Refers to the 15<sup>th</sup> District Agricultural Association which is a State agency of the State of California and is not a local agency of government.
- F & E** Refers to the Division of Fairs and Expositions, Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at:
- 1220 "N" Street  
Sacramento, CA  
95814
- DGS** Refers to the "Department of General Services", State of California, located at:
- Department of General Services  
707 Third Street, Suite 7-330 MS-102  
Sacramento, CA 95605  
Attention: Legal Office
- IFB** Invitation for Bid
- DVBES** Refers to Disabled Veteran Business Enterprises which are a part of the Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et. seq.

**A. BIDDER RESPONSIBILITY**

Read the Invitation for Bid (IFB) very carefully as the State shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations or correct detected errors in calculations.

**B. PURPOSE**

The Board of Directors of the 15<sup>th</sup> DAA, Kern County Fair in releasing this IFB intends to award a three year contract for the 2025-2026-2027 Kern County Fairs, with two (2) one (1) year options for the 2028 and 2029 Kern County Fairs to be held on the grounds of the 15<sup>th</sup> District Agricultural Association. Term of this agreement shall be Tuesday, September 2, 2025 through Wednesday, October 3, 2029. The multi-year contract awarded shall be subject to annual evaluation of contract performance and the contractor continuing to meet all qualifying requirements.

**C. TENTATIVE SCHEDULE**

IFB Released .....	Tuesday, June 17, 2025
Bid Deadline .....	2:00 pm, Tuesday, July 1, 2025
Public Bid Opening .....	2:30 pm, Tuesday, July 1, 2025
Notice of Proposed Award sent and Posted by .....	5:00 pm, Tuesday, July 1, 2025
Date Award Final - No Protest may be filed after .....	5:00 pm, Tuesday, July 8, 2025
Proposed Contract Commences .....	Tuesday, September 2, 2025
Proposed Contract Ends .....	Wednesday, October 3, 2029

**D. DELIVERY OF BIDS AND CONTACT PERSON FOR INFORMATION**

Pursuant to the law, no bids shall be considered which have not been received at the place, and prior to the closing time, stated in this IFB. Direct questions concerning the technical requirements of the IFB to:

**Michael Olcott, Chief Executive Officer at (661) 340-7306**  
**molcott@kerncountyfair.com**

Bid envelopes should have the company name on the outside and be addressed as follows:

Company Name	Postage Stamp
Company Address	
City/State/Zip Code	
ATTN: MICHAEL OLCOTT, Chief Executive Officer KERN COUNTY FAIR - 15 <sup>TH</sup> DAA 1142 South "P" Street Bakersfield, CA 93307-3950	
Re: <u><b>BID ENCLOSED FOR IFB#25-01 ~ FAIRTIME BLEACHERS/TEMPORARY GRANDSTAND RENTALS ETC.,</b></u>	

## E. INSTRUCTIONS TO BIDDERS

This section details **MANDATORY** format instructions to the bidder. **Please note** that all bids submitted must follow the instructions; all information must be presented in the manner requested; all questions must be answered; and all requested data must be supplied. If the following information (listed below) is not submitted with the *technical proposal*, your bid may be deemed non-responsive and may be rejected.

Each bid must be placed in a sealed envelope and clearly labeled, as stated in D above, and include all forms identified on page 9, in response to the IFB.

- One (1) copy of SIGNED AND DATED letter from Bidder on Bidder's Company Letterhead that states:

“If we are awarded the contract, we will provide original Certificate of Insurance(s) for General Liability, Automobile Liability and Workers' Compensation Insurance, prior to Commencement of the contract issued and no more than (5) five days of bid award date.

Said Insurance Certificate(s) will be issued as required by California Fair's Services Authority in their “Insurance Requirements” document (Revised 6/1/06); **“MANDATORY”**

If current Certificates of Insurance are on file with the State, please submit one (1) copy of Letter – on your Company Letterhead – stating that your company's Certificate of Insurance for General Liability, Automobile Liability, and Workers' Compensation are currently on file with California Fairs Services Authority. **IF APPLICABLE**

- One (1) copy of the “Detailed Financial Proposal Bid Form”, must be completed, dated, and signed and submitted with all other required bid documents placed in a separate sealed envelope and clearly labeled as “Detailed Financial Proposal Bid Form”. **MANDATORY**

## **F. WORK STATEMENT AND TERMS AND CONDITIONS**

The Work Statement describes the work to be performed by the bidder who is awarded this contract and the Terms and Conditions which shall be deemed to be incorporated and will become part of any contract awarded pursuant to this IFB. The contract awarded pursuant to this IFB will also contain the Standard Contract Terms and Conditions and will be incorporated and made part of the contract. All terms and conditions are fixed and non-negotiable.

## **G. CONTRACT AWARD**

The contract must be awarded to the lowest *responsive* bidder or all bids must be rejected. The 15th DAA reserves the right to accept any and all of the lowest bid per item requested unless the bidder stipulates that their response is an “all or nothing” offer. If the lowest responsive bidder does not have the necessary quantity, the DAA may also award up to their specified needs in accordance to low bid (if applicable).

Upon selection of a proposed bidder, a “Notice of Award” will be posted, in public view, for *five* (5) working days at the 15<sup>th</sup> DAA’s Administration Office. In addition, a copy of the “Notice of Award” will be emailed to each bidder.

## **H. BREAKING TIES**

In the event that there is a tie, the tie will be broken by a toss of a coin by a DAA designee in the presence of authorized representatives of the tied bidders.

## **I. GROUNDS FOR REJECTION**

1. A bid *shall* be rejected if

- It is received at any time after the exact date and time set for the receipt of bids as stated in paragraph C.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this IFB.
- The firm has submitted multiple bids in response to this IFB without formally withdrawing other bids.

2. A bid *may* be rejected if

- It contains false or misleading statements for references which do not support an attribute or condition contended by the competitor. (The bid *shall* be rejected if, in the opinion of the 15<sup>th</sup> DAA, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the bid and the attribute, condition or capability of requirement of this IFB.)
- It is unsigned.

3. All bids *may* be rejected in any case where it is determined that

- The bids are not really competitive
- Where the cost is not reasonable, or
- If it is deemed to be in the best interests of the State.

4. All bids *may* be rejected if the DAA determines, as its sole discretion, that any other reason exists to reject the bid.

**J. RIGHT TO REJECT ANY OR ALL BIDS**

It is the policy of the DAA not to solicit bids unless there is a bona fide intention to award a contract. In the rare case where solicitation is for informational and planning purposes is intended, the document will so indicate. However, without limitation by reason of the foregoing explanation, the DAA reserves the right to reject any or all bids or to cancel the IFB at any time during the process.

**K. PROTESTS (State Administrative Manual, Section 1241 and Public Contract Code, Section 10343)**

A bidder may file a protest against the awarding of the contract. The protest must be filed with the:

Department of General Services  
Attn: Legal Office  
707 Third Street, Suite 7-330-MS-102  
Sacramento, CA 95605

and with the 15<sup>th</sup> DAA. The protest shall be filed prior to the expiration of five (5) working days from the notice of the proposed award being posted and, in no event, later than 5:00 pm on the fifth (5<sup>th</sup>) working day after notice for proposed award being posted in a public place at the 15<sup>th</sup> DAA's Administration Office.

**IN ADDITION**, within five (5) working days after filing the protest, the protesting bidder *shall* file with the 15<sup>th</sup> DAA and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

**PLEASE NOTE:** *Failure to file (i) notice of the protest by the conclusion of the fifth (5<sup>th</sup>) working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest being deemed untimely and grounds for protest waived.*

**L. SMALL BUSINESS PREFERENCE (SAM 1261)**

State law allows certified small business (SB) and micro business (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning bidder, not the actual bid amount.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB (s), refer to the information below for contact information:

Office of Small Business and Disabled  
Veteran Business Enterprise Certification (OSDC)  
P.O. Box 989052  
West Sacramento, CA 95798-9052

Phone #: (916) 375-4582  
(800) 559-5529

*If you are claiming the 5% small business preference, a copy of your old SMB Small Business Certification Approval Letter must be submitted with the bid package.*

#### **M. INSURANCE APPLICABLE or NOT APPLICABLE**

If the bid is accepted for awarding of the contract, the bidder shall provide a Certificate of Insurance **\$1,000.000.00** in commercial general liability coverage, **\$1,000.000.00** in automobile liability insurance, per occurrence for bodily injury and property damage liability combined prior to the time of entering into a contract to be let pursuant to this IFB. In addition, **A Certificate of Insurance showing proof of Workers' Compensation Insurance is required.**

The certificate must also include the following, unless the bidder is on the Division's or CFSA's Master Insurance Certificate list:

- Evidence of authorized insurance for the term of the contract, **including set up and tear-down days,**
- A 30-day cancellation notice,
- The 15<sup>th</sup> DAA's **name and address** shown as the certificate holder, and
- The additional insured language **exactly** as stated below:

"That the State of California, the 15th District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."

Successful Bidder shall provide an **Original Certificate of Insurance** showing proof of General Liability, Automobile Liability and Workers' Compensation coverage ***no later than five (5) working days after the bid opening date.\****

***\*Properly processed RENEWAL INSURANCE DOCUMENTS (Certificate of Insurance) must be submitted at least five (5) days prior to expiration date, in order to show Continuous Insurance Coverage to the 15<sup>th</sup> DAA/Kern County Fair.***

#### **N. DVBE REQUIREMENTS - MANDATORY IF APPLICABLE**

A completed CA Disabled Veteran Business Enterprise Declaration form Std 843 and a completed Department of General Services, Procurement Division form GSPD-05-105 "Bidder Declaration Form" must be included with the bid package.

#### **O. BIDDER/CONTRACTOR STATUS FORM. MANDATORY**

A completed, dated, and signed "Bidder/Contractor Status Form" must be included with the bid package. (Both sides of the "Contractor Status Form" must be completed, and submitted as set forth in Section "E", "Instruction to Bidders".

## **TERMS AND CONDITIONS**

The 15<sup>th</sup> District Agricultural Association/Kern County Fair intends to award a contract for the rental of Fairtime Temporary Grandstand/Bleachers, which shall include, but not be limited to, providing transportation and all personnel to setup/tear down, be clean at all times, as set forth in the Work Statement on page 9.

**A. TERM OF AGREEMENT:**

The term of this agreement for the “2025-2026-2027 Temporary Grandstand/Bleachers Rentals with Two (2) Option Years 2028 & 2029” is from Saturday, September 2, 2025 through Tuesday, October 3, 2029, on the grounds of the 15<sup>th</sup> District Agricultural Association/Kern County Fair.

**B. 2025 KERN COUNTY FAIR DATES:**

Wednesday, September 17 through Sunday September 28

**C. HOURS OF OPERATION:**

Wednesday, September 17 4pm - 11pm  
Thursday, September 18 9am - 12pm, 4pm - 11pm (Special Friends Day)  
Friday, September 19 9am - 11pm (Seniors' Day)  
Saturday, September 20 12pm - 11pm  
Sunday, September 21 12pm - 10pm  
Monday, September 22 4pm - 11pm  
Tuesday, September 23 9am - 12pm, 4pm - 11pm (School Day)  
Wednesday, September 24 4pm - 11pm  
Thursday, September 25 4pm - 11pm  
Friday, September 26 3pm - 11pm  
Saturday, September 27 12pm - 11pm  
Sunday, September 28 12pm - 10pm



## FORMS

### A. FORMS TO BE COMPLETED AND SUBMITTED BY PROPOSER (MANDATORY)

In conjunction with the information requested in Part III – Mandatory Format and Content Requirements, a comprehensive proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the District. For your bid to be responsive, all required attachments must be returned. This checklist is intended to be used as a guideline and should not be used to validate all of the IFB content requirements.

<u>Document</u>	<u>Document Name/Description</u>
_____ Attachment 1	Bidder/Contractor Status Form (2 Pages) (Must include Corporate Resolution if Bidder is a Corporation) – <b><u>Must be submitted</u></b>
_____ Attachment 2	Bidder References – <b><u>Must be submitted</u></b> - (3 References). See Section C, Technical Proposal, page 12 above
_____ Attachment 3	Financial Proposal Bid Form (2 Pages) – (Sign, Date) <b><u>Must be submitted</u></b>
_____ Attachment 4	Darfur Contracting Act Certification <b><u>Must be submitted</u></b>
_____ Attachment 5	Iran Contracting Act Verification Form <b><u>Must be submitted (if over \$1,000,000)</u></b>
_____ Attachment 6	DVBE Bidder Declaration GSPD-05-105 (if applicable) <a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf</a>
_____ Attachment 7	DGS PD 843 DVBE Declaration (if applicable) <a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf</a>
_____ Attachment 8	Megan's Law Screening Certification and Listing <b><u>Must be submitted</u></b>
_____	"Small Business Approval Letter" (OSDC or OSMB) <b><u>Must be submitted if claiming Small Business Preference</u></b>
_____	Insurance Letter, signed and dated, as set forth in Section "E", Instruction To Bidders; <b><u>Must be submitted</u></b>

### B. DOCUMENTS TO BE COMPLETED BY DISTRICT

Notice of Proposed Award, after proposed awardee is determined

**ATTACHMENT 1  
BIDDER/CONTRACTOR**

**STATUS FORM**

**IFB#25-01**

**Page 1 of 2**

Contractor's Name \_\_\_\_\_ Federal Employer ID # \_\_\_\_\_  
(full business name)

Address \_\_\_\_\_ County \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_  
(principal place of business)

**STATUS OF CONTRACTOR 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**

**A copy of the corporate resolution authorizing the signing of this form should be attached.**

**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:** \_\_\_\_\_ **Vice President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_ **Treasurer:** \_\_\_\_\_

**Other Officers:** \_\_\_\_\_

\_\_\_\_\_

**All must answer:** Are you subject to Federal Backup Withholding \_\_\_\_\_ Yes \_\_\_\_\_ No

**ATTACHMENT 1  
BIDDER/CONTRACTOR  
STATUS FORM**

**IFB #25-01**

Page 2 of 2

**Fictitious Name**

If contractor 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 RFP ☐ Yes ☐ No

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

Your small business ID number: \_\_\_\_\_

**Pending Litigation or Hearings**

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees? ☐ Yes ☐ No

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The District reserves the right to verify the information provided on this form by the bidder under IFB 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 bidder/contractor.**

\_\_\_\_\_  
**Print Name & Title**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

**If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.**

## ATTACHMENT 2

IFB #25-01

### BIDDER REFERENCES

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

#### REFERENCE 1

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
mail Address:			

Brief Description of Service Provided:

#### REFERENCE 2

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
mail Address:			

Brief Description of Service Provided:

#### REFERENCE 3

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person:		Telephone Number:	
Dates of Service:		Value or Cost of Service:	
mail Address:			

Brief Description of Service Provided:

**ATTACHMENT 3  
FINANCIAL PROPOSAL BID FORM**

**IFB #25-01**

The price quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, supervision, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, uniforms, or any other related services required. The District shall not be billed for any costs that were not included in the contract.

“By submitting a Bid for Fairtime Janitorial Services, I understand and agree to the terms, conditions and scope of work as set forth in this Invitation for Bid. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein.”

Contractor's Name: \_\_\_\_\_ FID # \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

\_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE

As a California Certified Small Business      YES \_\_\_\_\_      NO \_\_\_\_\_

If Yes, Certification # \_\_\_\_\_

ARE YOU CLAIMING DVBE INCENTIVE

Are you a primary California Certified DVBE

YES \_\_\_\_\_ NO \_\_\_\_\_

Are you sub a minimum of 1% up to 5% to a California  
certified DVBE

YES \_\_\_\_\_ NO \_\_\_\_\_

**ATTACHMENT 4  
DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1.        \_\_\_\_\_  
          Initials        We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.        \_\_\_\_\_  
          Initials        We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3.        \_\_\_\_\_  
          Initials        We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a  
          certification        scrutinized company  
          below                as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**ATTACHMENT 5**  
**IRAN CONTRACTING ACT VERIFICATION FORM**  
**(Public Contract Code sections 2202-2208)**

Page 1 of 2

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

Department of General Services Procurement Division Iran Contracting Act List

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three- year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**ATTACHMENT 5**  
**IRAN CONTRACTING ACT VERIFICATION FORM**  
**(Public Contract Code sections 2202-2208)**  
Page 2 of 2

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



**BIDDER DECLARATION – Attachment 6****1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a.** Identify current California certification(s) (**MB, SB, SB/NVSA, DVBE**): \_\_\_\_\_ or **None** \_\_\_\_ (If “None”, go to Item #2)
- b.** Will subcontractors be used for this contract? **Yes** \_\_\_\_ **No** \_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

**c.** If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** \_\_\_\_ **No** \_\_\_\_

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** \_\_\_\_ **No** \_\_\_\_ **N/A** \_\_\_\_

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

## BIDDER DECLARATION Instructions – Attachment 6

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note:** A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page \_\_\_\_ of \_\_\_\_” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page \_\_\_\_ of \_\_\_\_” accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter **“N/A”** if the:

- Subcontractor is **NOT** a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is **NOT** providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter **“Yes”** if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter **“No”** if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does **NOT** own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the “Page \_\_\_\_ of \_\_\_\_” accordingly.**

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS - ATTACHMENT 7**DGS PD 843 (Rev. 9/2019)e  
Formerly STD. 843e

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

**SECTION 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone:

Address:

**SECTION 3****APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g).* *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

**ATTACHMENT 8**  
**MEGAN'S LAW SCREENING CERTIFICATION AND LISTING**

Page 1 of 2

**This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.**

**Company/Organization Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Telephone :** \_\_\_\_\_

**Type of Company/Organization  
(Circle one):**

**Contractor  
Entertainer**

**Consultant  
Exhibitor**

**Concessionaire  
Volunteer**

**Other/Explanation if Needed:** \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative's Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ATTACHMENT 8**  
**MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)**

Page 2 of 2

[illegible]

**Please duplicate this listing sheet if additional space is required**

## WORK STATEMENT

The 15<sup>th</sup> District Agricultural Association intends to award a three year contract, with two (2) one (1) year options for the Fairtime rental of Bleachers/Temporary Grandstands, which includes all personnel, equipment and services necessary to provide, rent, transport/deliver, install/set-up and remove all Bleachers/Temporary Grandstands required for the 2025-2026-2027 Kern County Fairs, with two (2) one (1) year options for the 2028 and 2029 Kern County Fairs, to be held on the grounds of the 15<sup>th</sup> District Agricultural Association, as follows:

### A. TERM OF THIS AGREEMENT

The term of the agreement issued as a result of this bid process is Tuesday, September 2, 2025 through Wednesday, October 3, 2029, if both option years are picked up.

The agreement is subject to annual evaluation of contract performance and the successful Bidder/Contractor continuing to meet all qualifying requirements.

### B. FAIR DATES AND BLEACHER/TEMPORARY GRANDSTANDS SET-UP & REMOVAL DATES

1. **2025 Kern County Fair ~ September 17 through September 28, 2025**

2025 Installation can begin Fri., August 29 through Wed., September 10, 2025;\*

2025 Removal can begin Mon., September 29 through Wed., October 1, 2025;\*\*

2. **2026 Kern County Fair ~ September 23 through October 4, 2026**

2026 Installation can begin Fri., September 4 through Wed., September 16, 2026;\*

2026 Removal can begin Mon., October 5 through Wed., October 7, 2026;\*\*

3. **2027 Kern County Fair ~ September 22 through October 3, 2027**

2027 Installation can begin Fri., September 3 through Wed., September 15, 2027;\*

2027 Removal can begin Mon., October 4 through Wed., October 6, 2027;\*\*

4. **Opt. Yr. #1 ~ 2028 Kern County Fair ~ September 20 through October 1, 2028**

2028 Installation can begin Fri., September 1 through Wed., September 13, 2028;\*

2028 Removal can begin Mon., October 2 through Wed., October 4, 2028;\*\*

5. **Opt. Yr. #2 ~ 2029 Kern County Fair ~ September 19 through September 30, 2029**

Installation can begin Fri., August 31 through Wed., September 12, 2029;\*

2029 Removal can begin Mon., October 1 through Wed., October 3, 2029;\*\*

6. Successful Bidder/Contractor awarded the contract must have the bleachers/temporary grandstands installed no later than 5:00 pm, on the final installation date indicated above, for each respective year, unless otherwise mutually coordinated with Fair Management.

\*\* Successful Bidder/Contractor awarded the contract must remove the bleachers/temporary grandstands no later than 5:00 pm, on the final removal date indicated above, for each respective year, unless otherwise mutually coordinated with Fair Management.

### C. ALL BLEACHERS/TEMPORARY GRANDSTAND UNITS INSTALLED MUST BE GROUND LEVEL CONSTRUCTION WITH FULL GUARD RAILING ON SIDES AND REAR; WITH KICK-BOARDS PLACED BETWEEN WALK-BOARDS; WITH WEBBING/NETTING FOR BACK & CORNERS OF BLEACHER/GRANDSTANDS; AND SEATS, SIDES, AND KICK-BOARDS ALLOWING NO MORE THAN 4" (FOUR INCH) SPHERE IN PASS THROUGH.

**D. BLEACHER/TEMPORARY GRANDSTAND UNITS REQUIRED**

1. To rent, erect and remove four (4) Temporary Bleachers/Grandstands 45' X 26 rows high, vertical aisles on each unit, as required by State of California law. FULL GUARD RAILING ON SIDES AND REAR. (Outdoor Theater - A.K.A. Budweiser Pavilion - 4).
2. To rent, erect, and remove two (2) Temporary Bleachers/Grandstands 35' X 11 rows high, vertical aisles on each unit, as required by State of California law. FULL GUARD RAILING ON SIDES AND REAR. (La Villa Festiva - 2)
3. To rent, erect, and remove twenty (20) Temporary Bleachers/Grandstands 15'X 5 rows high, vertical aisle on each unit, if required by State of California law. FULL GUARD RAILING ON SIDES AND REAR. (Specialty Acts/Shows - 20)
4. **MAP ATTACHED**

**IN ORDER TO AVOID "FALL THROUGH INJURIES", RENTAL BLEACHERS/TEMPORARY GRANDSTANDS CORNERS AND BACKSIDES MUST BE SECURED WITH NETTING AND/OR LIKE MATERIALS IN ORDER TO CLOSE ALL OPEN AREAS AND/OR SPHERES TO PROTECT SMALL CHILDREN FROM FALLING, IF OPEN AREAS EXIST.**

- E.** State of California safety rules and regulations must be adhered to regarding the installation, removal, and structural integrity of all rental Bleachers/Temporary Grandstands.

**F. REMOVAL OF DEBRIS**

Successful Bidder/Contractor awarded the contract must clean up and remove all debris caused by the installation and removal of pipe and drapes, thereby leaving the buildings and areas free of Contractor's debris.

- G.** The location map of "Fairtime Bleachers is attached to the **IFB#25-01**.

FAIR MANAGEMENT RESERVES THE RIGHT TO MAKE ANY LOCATION CHANGES IT DEEMS NECESSARY IN THE PLACEMENT OF TEMPORARY BLEACHERS/ TEMPORARY GRANDSTANDS, PRIOR TO THE INSTALLATION OF SAME, ON THE GROUNDS OF THE 15<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION AT NO COST TO THE 15<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION.

**H. RIGHT TO INCREASE THE NUMBER OF BLEACHERS/TEMPORARY GRANDSTANDS**

The 15<sup>th</sup> District Agricultural Association reserves the right to increase the number of rental bleachers/temporary grandstand units required each respective year indicated in this bid process, at the same cost/bid price per unit/type submitted by Successful Bidder/Contractor in their "Financial Proposal Bid Form".\*

**I. RIGHT TO CANCEL OR DECREASE THE NUMBER OF BLEACHERS/GRANDSTANDS**

The 15<sup>th</sup> District Agricultural Association reserves the right to cancel and/or decrease the number of bleachers/ temporary grandstands required in this bid process, at any time prior to transportation of same to the grounds of the 15<sup>th</sup> District Agricultural Association/Kern County Fair.

The 15<sup>th</sup> District Agricultural Association shall be relieved of any financial responsibility regarding the rental cost of the bleachers/ temporary grandstands cancelled prior to the transportation of same to the grounds of the 15<sup>th</sup> District Agricultural Association.

**J. LOCAL, COUNTY, STATE & FEDERAL LAWS/CODES**

Successful Bidder/Contractor must be in compliance with all Local, County, State, and Federal Laws/Codes, dealing with the safe erection, installation, and removal of Fairtime Bleachers/ Temporary Grandstands in order to insure the highest level of safety for Fair visitors, Contractors, Exhibitors, and Fair employees.

**K. LICENSES & PERMITS**

Successful Bidder/Contractor is required to maintain pertinent licenses and/or permits as may be required by the State of California, County of Kern, City of Bakersfield, etc., in order to provide the rental of Bleachers/Temporary Grandstands on the grounds of the 15<sup>th</sup> District Agricultural Association. (It is not necessary for bidder to submit copies of these licenses and/or permits with their bid.) The burden of maintaining proper permits and/or licenses is the sole responsibility of the Successful Bidder/Contractor. However, the 15<sup>th</sup> District Agricultural Association reserves the right to see copies of all pertinent licenses and/or permits required for the rental of the Bleachers/ Temporary Grandstands immediately upon request.

**L. DAMAGE TO BLEACHERS/TEMPORARY GRANDSTANDS**

In the event that Successful Bidder/Contractor's property and/or equipment is damaged, while on the grounds of the 15<sup>th</sup> District Agricultural Association, it must be reported to Fair Management immediately - **prior to removal of said property or equipment from the Fairgrounds. Photos of the reported damage must be taken by Fair Management and the 15<sup>th</sup> DAA must be given the opportunity to investigate the alleged damage, prior to removal of same from the grounds of the 15<sup>th</sup> District Agricultural Association/Kern County Fair.**

**FAILURE TO NOTIFY THE 15<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION OF ANY DAMAGED PROPERTY AND/OR EQUIPMENT, PRIOR TO REMOVAL OF SAME FROM THE FAIRGROUNDS, SHALL RESULT IN A NO-FAULT CLAIM BY THE 15<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION.**

**M. DAMAGE TO 15<sup>TH</sup> D.A.A./KERN COUNTY FAIR PROPERTY**

Any damage to the property or grounds of the 15<sup>th</sup> District Agricultural Association/Kern County Fair, by Successful Bidder/Contractor while performing services, must be reported to Fair Management immediately, so that pictures can be taken by Fair Management before Successful Bidder/Contractor leaves the grounds of the 15<sup>th</sup> District Agricultural Association - Kern County Fair.



**N. FINANCIAL PROPOSAL BID FORM**

Proposed bidders are to return their completed "Financial Proposal Bid Form", in the manner set forth in "Delivery of Bids".

The attached "Detailed Financial Proposal Bid Form", is incorporated herein and made a part of this Invitation for **Bid #25-01**.

**FAILURE OF BIDDER TO RETURN ALL THE PAGES IN THE "DETAILED FINANCIAL PROPOSAL BID FORM" MAY DEEM BIDDER NON-RESPONSIVE AND INELIGIBLE FOR AWARD OF CONTRACT.**

Bid prices submitted for the "2025-2026-2027 Fairtime Rental of Bleachers/Temporary Grandstands", with two (2) one (1) year options for the 2028 and 2029 Kern County Fairs, must include - but not limited to - taxes, insurance costs, rental fees, delivery/transportation fees, set-up and removal, service personnel and services, supplies, hardware, permits and/or licenses, etc., as may be required.

**O. INSURANCE REQUIRED**

GENERAL LIABILITY INSURANCE, AUTOMOBILE INSURANCE, AND WORKERS' COMPENSATION INSURANCE ARE REQUIRED, AS SET FORTH IN SECTION "M" ON PAGE 6 OF THIS INVITATION FOR BID.

**P. BOARD OF DIRECTORS' TERMINATION**

The Fair reserves the right to terminate any agreement, at any time, upon order of the Board of Directors by giving the Successful Bidder/Contractor notice, in writing, at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Fair of any further payments, obligations, and/or performances required in the terms of this agreement.

**Q. INJURY OR DEFACEMENT OF PROPERTY**

If awarded the contract, Successful Bidder/Contractor shall not injure, mar or in any manner deface the premises, and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred, damaged, or defaced. This will apply to the driving of nails, placement of hooks, tacks or screws or alterations of any kind to the premises without express approval of Association's Maintenance Superintendent.

If awarded the contract, Successful Bidder/Contractor further agrees if the premises are damaged by the act, accident, default or negligence of Successful Bidder/Contractor or Bidder's/Contractor's agents, sub-contractors, employees, members, guests, participants, contestants, contenders, or Association's employees acting on behalf of Successful Bidder/Contractor, said Bidder/Contractor shall be held financially responsible to repair all damage done to the premises and will pay to the Association upon demand such funds as shall be necessary to restore the premises to their original condition. Successful Bidder/Contractor is notified herewith that funds for such estimated repairs shall be withheld by Association from monies due said Bidder/Contractor until such repairs are completed and property is restored.

The "premises" includes all facilities, equipment, buildings, grandstands, and all other personal property and real property of the 15<sup>th</sup> District Agricultural Association.

**R. 2028 AND 2029 KERN COUNTY FAIR ~ OPTION YEARS #1 AND #2**

The 15<sup>th</sup> District Agricultural Association shall notify Successful Bidder/Contractor awarded the contract **no later than January 30, 2028**, of their intent to pick-up applicable option year(s) for the rental of Fairtime Bleachers/Temporary Grandstands. A formal Amendment to the contract will be issued when picking up Option Year(s). The 15<sup>th</sup> District Agricultural Association reserves the right to pick up one or both option years at a time.

**TERMS AND CONDITIONS**

**A. METHOD OF PAYMENT**

Payment to Successful Bidder/Contractor awarded the contract, shall be paid in one payment for each applicable year of the five year agreement (three years with two {2} one {1} year options), after submittal of an itemized invoice and upon satisfactory completion of the terms and conditions of Invitation For Bid #19-03 and resulting Standard Agreement thereof, which includes tear-down, clean-up and removal of Fairtime Rental Bleachers/Temporary Grandstands and related equipment from the grounds of the 15<sup>th</sup> District Agricultural Association each respective year. If Successful Bidder/Contractor damages State property, any payment due Successful Bidder/Contractor will be held pending satisfactory completion of repair and restoration of State property to its original condition or better, as determined by Fair Management.

The multi-year contract is subject to annual evaluation of contract performance and the Successful Bidder/Contractor continuing to meet all qualifying requirements.

**B. TERMINATION DATE & CONTRACT AMOUNT**

The termination date and contract amount may only be altered by formal amendment to this agreement.

**C. STANDARD TERMINATION CLAUSE**

State may terminate this contract for cause by giving the contractor written notice thereof. In the event the services of the contractor are terminated, payment shall be made on an hourly/daily rate for the portion actually worked up to the date and time of termination which shall be prorated on the number of hours/days of service performed by the contractor in relation to the total amount of the financial consideration stated in the contract.

# DETAILED FINANCIAL PROPOSAL BID FORM

## **INVITATION FOR BID #25-01**

### **"FAIRTIME RENTAL OF BLEACHERS/TEMPORARY GRANDSTANDS FOR THE 2025-2026-2027 KERN COUNTY FAIRS, WITH TWO (2) ONE (1) YEAR OPTIONS FOR THE 2028 AND 2029 KERN COUNTY FAIRS"**

=====

**BIDS DUE - IN DUPLICATE - NO LATER THAN 2:00 PM, TUESDAY, JULY 1, 2025**

=====

#### **1. INFORMATION:**

The 15<sup>th</sup> District Agricultural Association is soliciting bids from Contractors in order to secure Fairtime rental Bleachers/Temporary Grandstands for the annual Kern County Fair, as set forth in Invitation For Bid #25-01, "2025-2026-2027 Fairtime Bleachers/Temporary Grandstand Rentals, with two (2) one (1) Option years for the 2028 & 2029 Kern County Fairs".

The term of the contract to be awarded through this bid process is Tuesday, September 2, 2025 through Wednesday, October 3, 2029, unless otherwise mutually coordinated between Successful Bidder and the 15<sup>th</sup> District Agricultural Association.

#### **Opt. Yr. #1 ~ 2028 Kern County Fair ~ September 20 through October 1, 2028**

2028 Installation can begin Fri., September 1 through Wed., September 13, 2028;\*

2029 Removal can begin Mon., October 2 through Wed., October 4, 2028;\*\*

#### **Opt. Yr. #2 ~ 2029 Kern County Fair ~ September 19 through September 30, 2029**

2029 Installation can begin Fri., August 31 through Wed., September 12, 2029;\*

2029 Removal can begin Mon., October 1 through Wed., October 3, 2029;\*\*

\* Successful Bidder/Contractor awarded the contract must have the bleachers/temporary grandstands installed no later than 5:00 pm, on the final installation date indicated above, for each respective year, unless otherwise mutually coordinated with Fair Management.

\*\* Successful Bidder/Contractor awarded the contract must remove the bleachers/temporary grandstands no later than 5:00 pm, on the final removal date indicated above, for each respective year, unless otherwise mutually coordinated with Fair Management.

**2. BID PROPOSALS:**

Bid prices/proposals submitted for the Fairtime Rental Bleachers/Temporary Grandstands must include all costs, taxes, insurance costs, rental fees, delivery/transportation fees, set-up, removal, service personnel and services, supplies, hardware, permits and/or licenses, as may be required by law, and any other related equipment and/or services required to perform the set-up and tear-down of the rental bleachers/temporary grandstands, as set forth in Invitation For Bid #25-01, which been incorporated herein, by reference.

**BID PROPOSALS MUST INCLUDE ALL RENTAL BLEACHER/TEMPORARY GRANDSTAND UNITS INSTALLED AT GROUND LEVEL CONSTRUCTION WITH FULL GUARD RAILING ON SIDES AND REAR.**

The 15<sup>th</sup> District Agricultural Association requires kick-boards to be placed between walk-boards and seats that would allow no more than a four inch (4") sphere in pass through in all units in order to avoid "fall through injuries." Bleachers/ Temporary Grandstand corners and backsides must be secured with webbing/netting and/or like materials, in order to close all open areas and/or spheres over 4" to protect small children from falling, if open areas exist.

**The contract to be awarded from this bid process is subject to annual evaluation of contract performance and the contractor continuing to meet all qualifying requirements for each respective year in this multi-year agreement.**

***IT IS THE BIDDER'S RESPONSIBILITY TO STATE IN THEIR BID PROPOSAL IF THEIR BID PROPOSAL IS AN "ALL OR NOTHING" OFFER.***

**3. BID PROPOSAL BREAKDOWN FOR BLEACHERS/TEMPORARY GRANDSTANDS:**

**(a) Outdoor Theater - A.K.A. Budweiser Pavilion - 4 Units**

Install and remove four (4) Bleachers/Temporary Grandstands ~ 45' X 26 rows high, vertical aisles on each unit, as required by State of California law. **FULL GUARD RAILING ON SIDES AND REAR.**

Bid amount for year 2025	.....	\$	
Bid amount for year 2026	.....	\$	
Bid amount for year 2027	.....	\$	
<b>THREE (3) YR TOTAL</b>	.....	<b>\$</b>	
1 <sup>ST</sup> Year Option for year 2028	.....	\$	
2 <sup>ND</sup> Year Option for year 2029	.....	\$	
<b>FIVE (5) YR TOTAL</b>	.....	<b>\$</b>	

**(b) La Villa Festiva Stage - 2 Units**

To rent, erect, and remove two (2) Bleachers/Temporary Grandstands ~ 35' X 11 rows high, vertical aisles on each unit, as required by State of California law. **FULL GUARD RAILING ON SIDES AND REAR.**

Bid amount for year 2025	.....	\$	
Bid amount for year 2026	.....	\$	
Bid amount for year 2027	.....	\$	
<b>THREE (3) YR TOTAL</b>	.....		<b>\$</b>
1 <sup>ST</sup> Year Option for year 2028	.....	\$	
2 <sup>ND</sup> Year Option for year 2029	.....	\$	
<b>FIVE (5) YR TOTAL</b>	.....		<b>\$</b>

**(c) Special Acts/Shows - 20 Units**

To rent, erect, and remove twenty (20) Bleachers/Temporary Grandstands ~ 15'X 5 rows high, vertical aisle on each unit, as required by State of California law. **FULL GUARD RAILING ON SIDES AND REAR.**

Bid amount for year 2019	.....	\$	
Bid amount for year 2020	.....	\$	
Bid amount for year 2021	.....	\$	
<b>THREE (3) YR TOTAL</b>	.....		<b>\$</b>
1 <sup>ST</sup> Year Option for year 2022	.....	\$	
2 <sup>ND</sup> Year Option for year 2023	.....	\$	
<b>FIVE (5) YR TOTAL</b>	.....		<b>\$</b>

(d) TOTAL BID PRICE SUBMITTED FOR THE RENTAL OF FAIRTIME BLEACHERS/TEMPORARY GRANDSTANDS ~ ITEMS 3(a) THROUGH 3(c) ABOVE FOR FIVE YEARS.

\$ \_\_\_\_\_

4. \* Bid prices/amounts submitted must include **all costs and/or fees** - which may include - but not be limited to - taxes, insurance costs, delivery/transportation fees, rental fees, set-up, installation, removal, personnel and services, supplies, kick-boards and webbing/netting, hardware, permitting and/or licenses, and any other equipment rentals and/or supplies that may be required to install and/or remove the rental bleachers/temporary grandstands, etc., on the grounds of the 15<sup>th</sup> District Agricultural Association.

5. **CONTRACT AWARD**

The contract shall be awarded to the lowest responsive bidder or all bids must be rejected. The 15<sup>th</sup> DAA reserves the right to accept any or all of the lowest bid per item requested unless the bidder stipulates that their response is an ***"ALL OR NOTHING"*** offer.

Upon selection of a proposed bidder, a "Notice of Award" will be posted, in public view, for five (5) working days at the DAA's Administration Office. In addition, a copy of the "Notice of Award" will be mailed or faxed to each bidder.

6. **RIGHT TO CANCEL OR DECREASE THE NUMBER OF BLEACHERS/GRANDSTANDS**

The 15<sup>th</sup> District Agricultural Association reserves the right to cancel and/or decrease the number of Bleachers/Temporary Grandstands required in this bid process, at any time prior to transportation of same to the grounds of the 15<sup>th</sup> District Agricultural Association.

The 15<sup>th</sup> District Agricultural Association shall be relieved of any financial responsibility regarding the rental cost of the Temporary Bleachers/Grandstands cancelled and/or not delivered to the grounds of the 15<sup>th</sup> District Agricultural Association.

**7. RIGHT TO INCREASE THE NUMBER OF TEMPORARY BLEACHERS/GRANDSTANDS**

The 15<sup>th</sup> District Agricultural Association reserves the right to increase the number of Bleacher/ Temporary Grandstands required in this bid process at the same bid price per unit/type - as submitted by Successful Bidder/Contractor in their "Financial Proposal Bid Form".

**8. STATE OF CALIFORNIA SAFETY RULES**

State of California safety rules and regulations must be adhered to regarding the installation, removal, and structural integrity of all rental Bleachers/Grandstands.

**9. TERMINATION OF CONTRACT BY BOARD OF DIRECTORS**

The Fair reserves the right to terminate any agreement, at any time, upon order of the Board of Directors of the 15<sup>th</sup> District Agricultural Association, by giving the Successful Bidder/ Contractor notice, in writing, at least 30 days prior to the date when such termination shall become effective.

Such termination shall relieve the Fair of any further payments, obligations, and/or performances required in the terms of this agreement.

**10. SMALL BUSINESS PREFERENCE (SAM 1261)**

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, 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; have a complete application (including proof of annual receipts) on file with the State Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC). Questions regarding the preference approval process should be directed to the State Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC), 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605, (916) 375-4940 or (800) 559-5529).

If you are claiming the 5% Small Business Preference, a copy of your OSDC (or OSMB) "Small Business Certification Approval Letter" must be submitted with your bid package.

**Are you claiming preference as a small business?**

\_\_\_\_\_ **Yes**      # \_\_\_\_\_ **No**

In addition to submitting the OSDC's Certification Approval Letter (if applicable), with the bid package, **all bidders must complete the "Bidder/Contractor Status Form", in duplicate. (Mandatory)**

**Bidders must fill in the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.**

_____	_____ / _____
FIRM/COMPANY NAME	TELEPHONE # FAX #
_____	_____
ADDRESS	CITY/STATE/ZIP CODE
_____	_____
TAXPAYER IDENTIFICATION #	BUSINESS LICENSE #
_____	
LICENSE EXPIRATION DATE	
_____	
E-MAIL ADDRESS	\$ _____ *

**[GRAND TOTAL BID PRICE SUBMITTED  
IN ITEM "g" ON PAGE 4 OF THIS  
FINANCIAL PROPOSAL BID FORM FOR  
THE FAIRTIME RENTAL OF  
BLEACHERS/TEMPORARY  
GRANDSTANDS FOR 2025-2026-2027  
KERN COUNTY FAIR PLUS OPTION  
YEARS 2028 AND 2029]**

By signature on this proposal form, the Bidder certifies that he/she has read and understood the IFB package including the information regarding bid protests. Further, Bidder certifies that the information provided by the Bidder is accurate, true and correct, and not intended to mislead the 15<sup>th</sup> District Agricultural Association in any manner.

_____	_____
FULL SIGNATURE	PRINT/TYPE NAME OF PERSON SIGNING
_____	_____
DATE OF SIGNATURE	PRINT/TYPE TITLE OF PERSON SIGNING



**11. 2028 & 2029 KERN COUNTY FAIR OPTION YEARS #1 AND #2 (IF PICKED UP):**

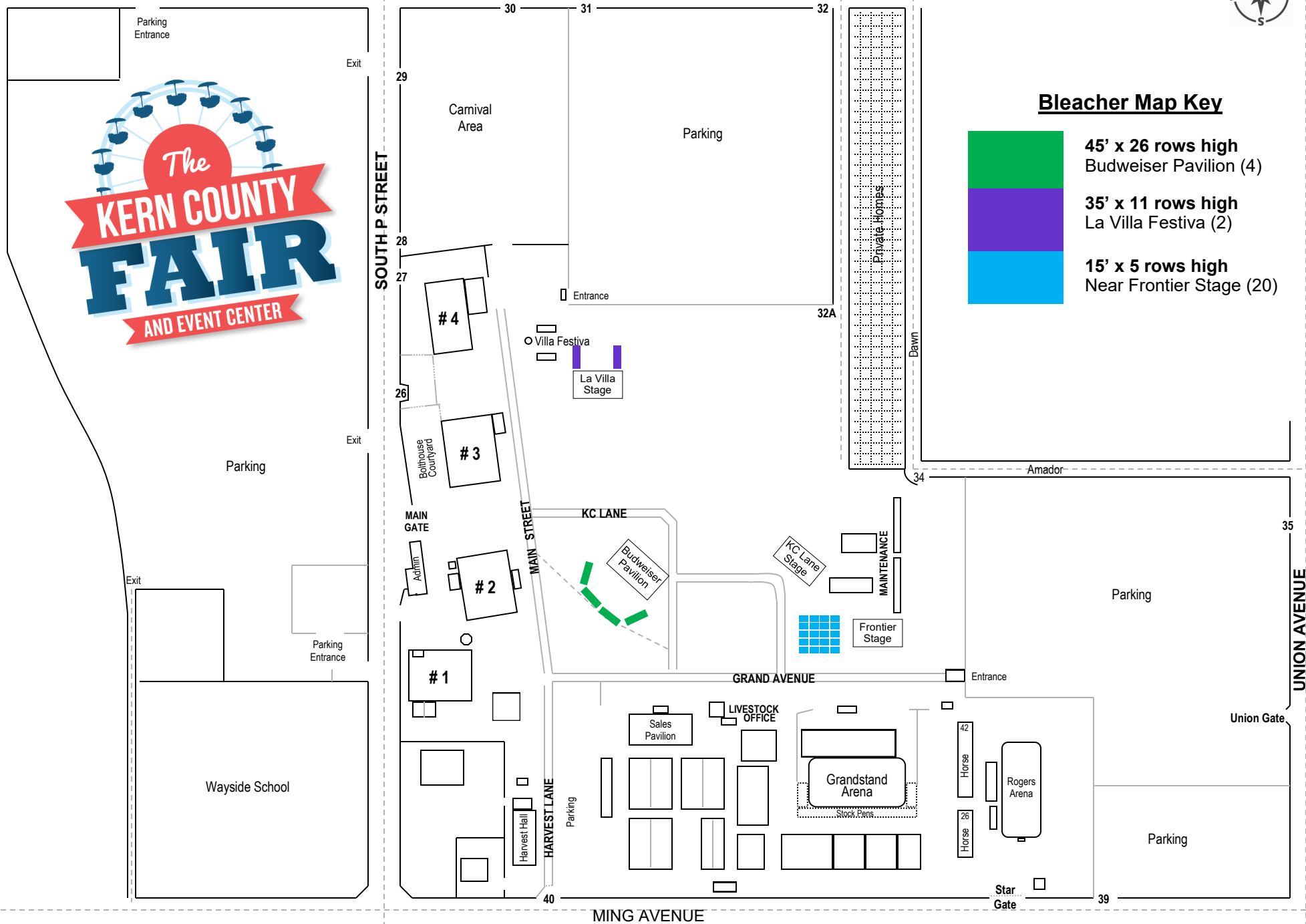
The 15<sup>th</sup> District Agricultural Association shall notify Successful Bidder/Contractor awarded the contract no later than January 30, of each respective option year, of their intent to pick-up said applicable option year for Fairtime Bleacher/Grandstand requirements. A formal Amendment will be issued in order to pick-up each respective option year, if applicable.

The same bid prices submitted herein for the 2025 Kern County Fair (for each Temporary Bleacher/Grandstand **type/size/unit** shall remain in effect for Option Year #1 (if picked up) for the 2028 Kern County Fair; and Option Year #2 (if picked up) for the 2029 Kern County Fair.

**12. CONTRACT AWARD**

The contract must be awarded to the lowest *responsive* bidder or all bids must be rejected. The 15<sup>th</sup> DAA reserves the right to accept any or all of the lowest bid per item requested unless the bidder stipulates that their response is an "all or nothing" offer. If the lowest responsive bidder does not have the necessary quantity, the 15<sup>th</sup> DAA may also award up to their specified needs in accordance to low bid (if applicable).\*

Upon selection of a proposed bidder, a "Notice of Award" will be posted, in public view, for *five (5)* working days at the DAA's Administration Office. In addition, a copy of the "Notice of Award" will be mailed to each bidder.



### Bleacher Map Key

	<b>45' x 26 rows high</b> Budweiser Pavilion (4)
	<b>35' x 11 rows high</b> La Villa Festiva (2)
	<b>15' x 5 rows high</b> Near Frontier Stage (20)