



**52<sup>nd</sup> District Agricultural Association**

**INVITATION FOR BID**

**Sound Services**  
SCF-01-2023

March 15, 2023

You are invited to review and respond to this Invitation for Bid (IFB), entitled Sound Services, #SCF-01-2023. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference [General Terms and Conditions and Contractor Certification Clauses](#).

In the opinion of Sacramento County Fair, this IFB is complete and without need of explanation. However, if you have any questions or should you need any clarifying information, please submit your questions to the email shown below:

CEO  
Sacramento County Fair  
[ceo@sacfair.com](mailto:ceo@sacfair.com)

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

Thank you for your interest in the 52<sup>nd</sup> District Agricultural Association/Sacramento County Fair.

## A. Purpose and Description of Services

Contractor to furnish all labor, materials, tools, equipment, and incidentals necessary to provide sound services for stages, arena, gates, livestock auctions and other areas as needed.

Services shall conform to the following specifications:

1. Location – Services are to be performed on the California Exposition & State Fair (Cal Expo) grounds during the Sacramento County Fair.
2. Schedule of Work
  - a) Schedule of work shall be subject to the approval of Sac County Fair and shall remain subject to change by SCF, which change shall not be unreasonably made. The dates shall be limited to the fair dates as established by the board of directors.
3. Safety – All work and materials must conform to applicable federal, state, and local laws.
4. License – Contractor shall maintain appropriate rigging, operating and other licenses as applicable.
5. Term – Term of this agreement is April 1 – December 31, 2025.
6. Payment: Payment will be made in full at the conclusion of the annual, Sacramento County Fair.

## B. Minimum Qualifications for Bidders

Bidders must have current business license, positive fair/festival work history and professional sound equipment.

## C. Bid Requirements and Information

1. Key Action Dates

<u>Event</u>	<u>Date</u>
Bid Published	March 15, 2023
Final Date for Bid Submission	March 24; 2:00 PM
Proposed Award Date (tentative)	Approx. March 29, 2023

2. Submission of Bid:

- a) All bids must be submitted sent to Sacramento County Fair by dates and times shown in Section C, Bid Requirements and Information, Item 1. The package must be plainly marked with the IFB number, title, and address, as shown in the following example:

Contracts & Procurement  
Sacramento County Fair  
1600 Exposition Blvd  
Sacramento, CA 95815  
IFB #SCF-01-2023  
Sound Services

If the bid is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Bids not submitted under sealed cover may be rejected.

- b) All bids shall include the documents identified in Section E, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries

Contracts & Procurement  
Sacramento County Fair  
1600 Exposition Boulevard  
Sacramento, CA 95815

Hand Deliveries

(UPS, Express Mail, Federal Express)  
Contracts & Procurement  
Sacramento County Fair  
1600 Exposition Boulevard  
Sacramento, CA 95815

- e) 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 a bid to be rejected.
- f) 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. Sac County Fair may reject any or all bids and may waive an immaterial deviation in a bid. Sac County Fair'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.

- g) 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 Sacramento County Fair.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting an email withdrawal request to Sac County Fair at [ceo@sacfair.com](mailto:ceo@sacfair.com) . A bidder may submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) Sac County Fair may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) Sac County Fair reserves the right to reject all bids. Sac County Fair is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. 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.
- o) Sac County Fair does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

### 3. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

- b) Sac County Fair will evaluate each bid to determine its responsiveness to the published requirements.
- c) 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.
- d) Award, if made, will be to the lowest responsive responsible bidder.

#### 4. Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
  - b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
  - c) If any bidder, prior to the award of agreement, files a written protest with the Sacramento County Fair, 1600 Exposition Blvd, Sacramento, CA 95815 on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Board of Directors has decided the matter.
  - d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Sacramento County Fair a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Sacramento County Fair, 1600 Exposition Blvd, Sacramento, CA 95815. It is suggested that you submit any protest by certified or registered mail.
  - e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to Sac County Fair 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](http://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 Sacramento County Fair.
- a) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to Cal Expo *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts). This document is only required if the bidder has not submitted this form to Cal Expo within the last three (3) years.

5. Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of Sacramento County Fair 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.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by Sacramento County Fair.

6. Agreement Execution and Performance

- a) Performance shall start not later than express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, Sac County Fair, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to Sac County Fair for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

**D. Preference Programs**

This IFB includes the Small Business Preference. Complete information can be found at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

**E. Required Attachments**

Refer to the following pages for additional Required Attachments that are a part of this IFB.

ATTACHMENT 1

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Place all required attachments behind this certification sheet.
- B. 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.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Email 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.	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 Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> 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:		

### 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 2

BIDDER REFERENCES

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

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 agreement.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 3

BID SHEET

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Bidder's EIN/Tax ID Number:** \_\_\_\_\_

Bidder agrees to furnish all labor, materials, tools and equipment necessary to accomplish the work in accordance with the specifications herein for amounts as follows.

Arena Sound System	\$ _____
Main Stage .....	\$ _____
Livestock Show Rings	\$ _____
Small Stage	\$ _____

**TOTAL Annual BID** (total of 4 lines above)      \$ \_\_\_\_\_

If needed:

2024 Annual Cost      \$ \_\_\_\_\_

2025 Annual Cost      \$ \_\_\_\_\_

**NOTE:** Bid amount includes all expenses related to completing the work described in this IFB.

ATTACHMENT 4

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

### Example Equipment List

<p><b>Arena</b>          12 JBL vrx          12 speaker stands          NI4 cable package          4 Crown itech amps          Yamaha tf1 console          2 wireless mice          50 amp distro          XLR cable package          Cd/media player</p>	<p><b>BAND STAGE</b>          4 JBL vrx          4 JBL vertec 4880 subs          Yamaha tf5 console          Mic stand package          Mic cable package          Microphone package          6 JBL monitors          4 crown amps main and subs          4 crown amps for monitors          100 amp distro and stage power          NI4 cable package          Split with sub snakes          Cd/ media player          2 wireless mics</p>
<p><b>SMALL STAGE</b>          4 JBL vrx          2 JBL vertec 4880 subs          Yamaha tf5 console          50 amp distro          Microphone package          Mic cable package          Mic stand package          6 JBL monitors          2 crown amps for subs and mains          2 crown amps for monitors          Sub snakes          Cd/media player          2 wireless mics</p>	<p><b>Livestock Rings/Auction</b>          Packaged System          Cordless and Corded Mics</p>

## **General Contract Provisions**

### [General Terms and Conditions \(GTC 04/2017\)](#)

### **Special Terms and Conditions**

1. **GENERAL LIABILITY INSURANCE:** At all times Contractor shall maintain at its own cost and expense commercial general liability insurance coverage with minimum limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage and cover damages for bodily injury, property damage, personal injury liability, and products and completed operations liability. The general liability insurance coverage shall include the following provisions:
  - a. "That the State of California, the 52<sup>nd</sup> District Agricultural Association, Sacramento County Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.
  - b. Sacramento County Fair shall not be responsible for the payment of any premiums or assessments on the policy.
  - c. Contractor shall submit insurance certificates to Sacramento County Fair for approval by appropriate agencies prior to the commencement of operation on the premises. At least thirty (30) days prior to the expiration of any policy, a new insurance certificate with renewal information shall be filed with Sac Fair. Contractor shall furnish Sac Fair a certified copy of the policy within ten (10) days upon request.
  - d. Certificate of Insurance and/or policy must cover for the term of the agreement including the period described as set-up and clean-up period, if any.
  - e. Contractor agrees that the liability insurance herein provided shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Contractor agrees to provide the Sacramento County Fair a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year or the remainder of the term of this agreement. New Certificates of Insurance are subject to the approval of the Sacramento County Fair. Contractor agrees that no activity by Contractor contemplated by this agreement be performed after the insurance expires and prior to the giving of such approval. In the event Contractor fails to keep in effect at all times during the term of this agreement the insurance coverage as herein provided, Sac Fair may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

2. WORKERS' COMPENSATION INSURANCE: Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. Contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.
3. AUTOMOBILE LIABILITY INSURANCE: At all times Contractor shall maintain at its own cost and expense automobile liability insurance coverage with limits not less than \$1,000,000 combined single limit per accident.
4. PROFESSIONAL AND TRAINED TECHNICIANS: Contractor shall provide trained technicians to load, unload, deliver, and install equipment as specified in the Agreement.
5. DAMAGE TO EQUIPMENT: Sacramento County Fair does not have responsibility for loss or damage to Contractor's property arising from causes beyond the control of Sacramento County Fair.
6. DRONE POLICY: In order to protect the safety, security, privacy, and property interests of Sacramento County Fair, its employees, agents, contractors, and the public, any operation or use of unmanned aircraft systems, remote- or radio-controlled model aircraft of all types, shapes, and sizes, or any other similar type devices (collectively "Drones") is prohibited on the premises of Cal Expo or within the Cal Expo's air rights, without prior written approval from Cal Expo. Please be advised that violation of this policy will result in immediate ejection from Cal Expo's premises and may subject the violator to a criminal trespass warning or arrest for those who fail to comply.
7. RIGHT TO TERMINATE: Sacramento County Fair reserves the right to terminate this agreement subject to thirty (30) calendar days written notice to the Contractor if Sac Fair determines it cannot meet budgetary or financial obligations under this agreement or its operational needs have changed.
8. MEGAN'S LAW: Prior to start of work, Contractor shall provide Sacramento County Fair with a list of all individuals, ages 18 and over, who have access to the Cal Expo premises by completing Cal Expo's Megan's Law Form. All such individuals will be checked by Cal Expo's authorized representative through the California Department of Justice Megan's Law Sex Offenders file.