



# TRUCK SCHOOL SITE #2

INVITATION TO BID

**BID TIME LINE**

NOVEMBER 29, 2021 – DECEMBER 13, 2021

2nd District Ag Association  
CEO@SanJoaquinFair.com

**SITE INFO, TERMS, AND REGULATIONS**

**MINIMUM REQUIRED BID AMOUNT:** The minimum amount for the bid to be awarded for this space must be no less than \$1500.00 per month.

**CONTRACT TERM:** This contract will be for the maximum term of 3 years.

**AREA OF USE:** Carnival Lot area for training and Racing Office for office space located at the B Street Entrance. No outside use of other areas of the fairgrounds will be permitted for storage or training.

**MAP VIEW:**



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**MAP VIEW CONTINUED:**



**EQUIPMENT/VEHICLE PERMITS:** The Rental of this space includes 4 semi-truck permits. Should the renter need additional semi-trucks or other training vehicles on site, the Renter must purchase additional on-site permits at a rate of \$25 per training vehicle, per month. Normal cars and trucks for staff and students do not require permits.

**SPACE REQUIREMENTS:** Renter may not use the carnival lot when events are booked for the area. A 30-day notice will be sent out with dates of use via email. It is the responsibility of the Renter to keep track of calendar blackout dates. Renter may ask to use an alternate location to practice on when the carnival lot is not available. The option to do so is at the discretion of fair management and will be negotiated in writing at the time of request. The Carnival Lot will be unavailable during Stockton 99 Dirt Track race weekends. Typically, this is an estimated 22 Saturdays a year, dates subject to change and will be provided to the Renter on the monthly basis at minimum.

**INSURANCE:** Renter is responsible with providing insurance as required on Exhibit C. Golf Carts, gators, quads, or other motorized vehicles require a separate policy to be covered. The above vehicles cannot be brought onto the fairgrounds without permission from the fairgrounds and first obtaining proper insurance.

**OBLIGATIONS OF THE RENTER:** Renter shall be responsible for maintenance of leased space that includes parking lots light fixtures, sidewalks, and driveways, to be done at the Renter's expense. Trash service, janitorial service, and supplies are not included in this agreement and are the responsibility of the renter.

**CURRENT REDEVELOPMENT OF THE FAIRGROUNDS:** The Association is currently in the process of considering redeveloping a portion of the fairground's property. While the project is in the beginning stages once an agreement is made with a developer the areas of use of any and all contracts on the fairground's property may need to be altered or discontinued due to development areas. At this time the training area of use identified in this invitation to bid is not included in the identified redevelopment area. The office space is included in the redevelopment map area. Should the redevelopment project temporarily disrupt business operations of the Renter, ample notice and accommodations may be negotiated between the parties. A minimum of 30-day notice will be given to the Renter for any potential redevelopment progress.

**STANDARD RENTAL RULES AND REGULATIONS OF THE PROPERTY:**

1. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Renter at their own expense and will keep the area within and surrounding rental space free from all rubbish and debris. Renter must, at his own expense, keep the rented space and adjacent areas properly arranged and clean.
2. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
3. Renter will furnish Association with designated operating hours when students and staff will be on site.
4. All sound producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
5. Renter agrees that there will be no games, gambling, or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only

straight merchandising methods shall be used and all methods of operation, demonstration, and sale, shall be subject to the approval of the Association and the local law enforcement officials.

6. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter. Specifically maintaining the integrity of the pavement in the area of use will be the responsibility of the renter. Should trip or safety hazards occur the renter will be notified by fairgrounds management and will have 30 days from the time of notice to resolve the safety issue.
7. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
8. Upon moveout at the end of the lease, it is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
9. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
10. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
11. Failure of Association to insist in any one or more instances upon the observance and or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
12. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement. In the event of a natural disaster/war/ civil disobedience or other requirement by the government; the grounds may be required/ordered by a federal/state/county or city agency requiring the facility. In the event of cancellation of the rental agreement Association is not liable for any loss or expenses that may occur to the renter or its clients/customers/patrons due to such an emergency/declaration.
13. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
14. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
15. The parties hereto agree that Renter, and any agents and employees of Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
16. shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
17. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

## STATE OF CALIFORNIA STANDARD CONTRACT TERMS AND CONDITIONS

### **1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

### **2. Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

### **3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

### **4. Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

### **5. Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

### **6. Termination**

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the 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 the contract.

### **7. Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

### **8. Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

#### Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
  - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
- If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

### **9. Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

### **10. Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## **BID INSTRUCTIONS:**

### **All applications must include:**

1. Completed application to bid cover page (final page of this packet)
2. Letter on company letterhead describing your business, operations, and any other information not covered in the bid application that you think the fairgrounds should know.
3. If you are not currently a renter on the San Joaquin Fairgrounds property, please provide 2 business letters of recommendation with contact info, including at least 1 previous landlord.

### **Bid process info:**

- The Invitation to bid will begin on November 29, 2021 and will close on December 13, 2021 at 5:00pm
- The bid packet will be available on the fair's website.
- The bid packet will be emailed directly to all current contracted truck schools on the San Joaquin Fairgrounds property.
- Bidders may not contact with questions or to discuss the invitation to bid at any time with fair employees, board members, or representatives of the fairgrounds for any reason. In doing so disqualification may be considered.
- Questions must be submitted in writing to [ceo@sanjoaquinfair.com](mailto:ceo@sanjoaquinfair.com) no later than December 1, 2021 at 2:00pm. Please title the subject of the email *"INVITATION TO BID TRUCKING SCHOOL SITE 2 QUESTIONS"*
- Answers to any submitted questions will be compiled in a single document which will be emailed to any parties who emailed questions as well as posted on our website for the duration of the Bid period.
- Bids will be accepted via email only. Please send the completed bids to [CEO@sanjoaquinfair.com](mailto:CEO@sanjoaquinfair.com) Title the subject line of your email submission with *"INVITATION TO BID TRUCKING SCHOOL SITE 2 – (YOUR COMPANY NAME)"*
- Decisions will be posted and awarded bidders will be notified no later than 5 business days after the close of the invitation to bid.
- Current renters should they not be the bidder awarded, will be given a 30-day notice to vacate in alignment with current contract terms. The contract start day will be based on these 30 days notices.



**APPLICATION TO BID COVER PAGE**

BUSINESS NAME: \_\_\_\_\_

BUSINESS CONTACT PERSON & TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

YEARS IN BUSINESS: \_\_\_\_\_

BUSINESS WEBSITE IF APPLICABLE: \_\_\_\_\_

NUMBER OF TRUCKS YOU WILL HAVE ONSITE: \_\_\_\_\_

NUMBER OF BUSES YOU WILL HAVE ON SITE: \_\_\_\_\_

NUMBER OF ANY OTHER TRAINING VEHICLES YOU WILL HAVE ON SITE: \_\_\_\_\_

MINIMUM BID AMOUNT : \$1500.00 PER MONTH

BID AMOUNT YEAR ONE: \_\_\_\_\_

BID AMOUNT YEAR TWO: \_\_\_\_\_

BID AMOUNT YEAR THREE: \_\_\_\_\_

(Highest bidder will be determined based on the highest average over a 3-year period)