



May 29, 2026

TO: PROSPECTIVE CONTRACTORS

SUBJECT: SATELLITE WAGERING FACILITY/GRANDSTAND, INTERIM FOOD
SERVICE CONCESSIONS AND FAIR TIME FOOD, BEVERAGE AND
ALCOHOLIC BEVERAGE SERVICE
RFP #26-002

A Five Year Period (2026 – 2030)

The 21st District Agricultural Association, Big Fresno Fair, is issuing this Request for Proposals (RFP) to award a contract for the purpose of providing Satellite Wagering Facility/Grandstand, Interim Food Service Concessions and Fair Time Food, Beverage and Alcoholic Beverage Service for a Five Year Period (2026 – 2030).

Bid specifications and instructions for submitting them are enclosed. Sealed bids will be received on or before 2 p.m., June 29, 2026.

Please review all instructions very carefully as your bid will be deemed non-responsive and ineligible for award of contract if the forms are not filled out completely. Proposals received after the deadline will be returned unopened to the sender.

If you have any questions regarding these specifications, please feel free to give me a call.

Sincerely,

Christina Estrada
Chief Executive Officer

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Enclosures



**TWENTY FIRST DISTRICT AGRICULTURAL ASSOCIATION
THE BIG FRESNO FAIR**

**REQUEST FOR PROPOSAL
RFP #26-002**

**SATELLITE WAGERING FACILITY/GRANDSTAND, INTERIM FOOD
SERVICE CONCESSIONS AND FAIR TIME
FOOD, BEVERAGE AND ALCOHOLIC BEVERAGE SERVICE**

Contact Persons: **Christina Estrada, Chief Executive Officer**
1121 S. Chance Avenue
Fresno, CA 93702
(559) 650-3247

This person(s) is the only authorized person designated by the DAA to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communication of DAA officers and employees concerning the RFP shall not be binding on the DAA and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

Date Issued: **May 29, 2026**

PART I

The Board of Directors of the 21st District Agricultural Association, Big Fresno Fair, in releasing this Request for Proposal (RFP) is considering request to award contract for a (5) Five-year period, 2026 – 2030.

A. **DEFINITIONS**

Words used in the Request for Proposal, Instruction to Bidders, Technical and Financial Bid Forms, Rental Agreement, and Terms and Conditions, shall have the meaning set forth below:

1. **Bid** – The offer or proposal of the bidder submitted on the prescribed forms setting forth the work to be performed and the payment to Fair.
2. **Bidder** – Any individual, partnership, corporation, association, authorized joint venture, or any combination thereof, submitting a proposal for the work, acting directly, or through a duly authorized representative.
3. **Food Service Operation** – The control and operation by bidder of all food, beverage and liquor concessions which bidder agrees to provide to Fair at the Satellite Wagering Facility/Grandstand and Interim Food Service Concessions.
4. **Contractor** – The person, firm or corporation with who Fair has executed the Rental Agreement, who is fully responsible for the performance of the work. (Also called bidder).
5. **Contract Documents** – The contract documents form the contact for the work to be performed. The contract documents represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, or agreements, either written or oral. The contract documents are from time to time collectively called the Contract, the Rental Agreement, or the RFP.
6. **Contract Price** – The amount paid by contractor to Fair, as set forth in the Bidder's Financial Bid Form.

7. **F&E** - Shall refer to the Division of Fairs & Expositions that is an agency of the State of California supervising the activities of District Agricultural Associations, County and Citrus Fruit Fairs and reporting to the Department of Food & Agriculture. F & E is located at:

1220 N Street
Sacramento CA 95814
(916)-900-5365
8. **DGS** – Refers to the Department of General Services, State of California, located at:

707 Third Street, 3rd Floor
West Sacramento, Ca. 95605
(916) 375-4940 or
(800) 559-5529
9. **Evaluation and Selection Committee** – Committee appointed by the DAA to review technical and financial bid forms and assigns points and conducts any interviews with bidders.
10. **DAA** – Refers to the District Agricultural Association which is a State agency of the State of California who initiated the Request for Proposal and is a party to the Rental Agreement.
11. **Fair Time** – The time determined each year by Fair during which the Fair holds its annual event on Fair property.
12. **Notice of Proposed Award** – Form used by Fair to notify bidders of name of contractor to whom Fair proposes to award contract.
13. **Rental Agreement** – The contract between the Fair and the contractor for the purpose of food and beverage service operation at the Satellite Wagering Facility/Grandstand, Interim Food Service Concession and Fair time food and beverage sales.

B. BINDING ON SUCCESSORS

All terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and successors and assigns. The foregoing shall not be deemed to be a waiver of restriction against assignments, subletting and common stock transfers as set forth above.

**PART II
GENERAL INFORMATION**

A. REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 21st District Agricultural Association, Big Fresno Fair, in releasing this RFP, intends to award a contract for a Five-year period, 2026 – 2030, for the purpose of providing Satellite Wagering Facility/Grandstand, Interim Food Service and Fair time concessions and beverages (including alcoholic beverage service). The contract is subject to evaluation of contract performance and contractor meeting all qualifying requirements. *(For multi-year contracts, certification of satisfactory performance is required at the end of each year as a justification for continuance of the contract).*

B. BIDDER RESPONSIBILITY

Read the documents very carefully as the DAA 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.

C. CONTACT FOR INFORMATION

Oral communication of State officers and employees concerning the RFP shall not be binding on the State and shall, in no way, excuse the competitor of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

D. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing times and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal.

Proposals must meet the following format requirements to be deemed responsive for DAA consideration:

Deliver three (3) copies, all with original signatures, to the Fair's Administration Office no later than **2:00 p.m. Monday, June 29, 2026**. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to closing time, stated in this RFP. Only questions concerning the technical requirements of the RFP will be answered. Inquiries concerning this RFP must have the company name on the outside and addressed as follows:

RFP #26-002
SATELLITE WAGERING FACILITY/GRANDSTAND,
INTERIM USAGE AND FAIR TIME
FOOD AND BEVERAGE CONCESSIONS
CHRISTINA ESTRADA, CHIEF EXECUTIVE OFFICER
21ST DISTRICT AGRICULTURAL ASSOCIATION
THE BIG FRESNO FAIR
1121 S. CHANCE AVENUE
FRESNO, CA 93702
(559) 650-3247

E. CONTRACT AWARD

Each bidder's technical proposal is evaluated and scored by the Evaluation and Selection Committee who utilizes the score sheet included in Part VI, Evaluation, Selection and Scoring Process. The proposed contract award will be made to the qualified proposer determined to be responsive and responsible who proposes the highest revenue percentage payable to the DAA..

After evaluation of all proposals, the DAA shall post a **Notice of Proposed Award** at the administration office for five (5) working days. In addition, a copy of the notice will be mailed to each bidder. A contract award is not final until:

The time for posting notice of award has expired; and/or Protests filed, if any, have been withdrawn or rejected by the Department of General Services.

The Insurance Statement will be included, detailed exhibits, plus the RFP will become part of the contract. The contract will also include the terms and conditions which are fixed and non-negotiable.

F. TENTATIVE SCHEDULE

RFP released	May 29, 2026
Grounds walk through at 1:30 p.m.	June 18, 2026
Proposals due at DAA's administration office no later than 2 p.m.	June 29, 2026
Notice of Proposed Award posted and mailed	June 30 – July 7, 2026
Date award to be final if no protest received	July 8, 2026
Proposed contract commences	August 1, 2026

G. SMALL BUSINESS PREFERENCE

Small businesses who subcontract with a certified SB/MB firm(s) for at least 25% of the execution of the Scope of Work, to receive a 5% bidding preference on applicable state *solicitations*. The effect of the preference is to help SB/MB be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning Responder.

If claiming the 5% small business preference and you are a SB or MB, or if your application is on file with 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, list the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include:

Name	Address	Phone Number	Description of work to be performed	Dollar amount or percentage per sub-contractor
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Also include the sub-contractor's certification or indicate if application(s) are on file with OSDS. If you are a Certified Small Business, you must include a copy of your certification letter with your bid package in order to be eligible for the 5% preference.

Certification Application

To apply, access the online Small Business Certification Application (STD. 813), or to receive a hard-copy form by mail, e-mail osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

A **complete** certification application package must be received by the OSDS no later than 5 p.m. of the bid due date. The effective certification date will be the date the application is properly received and deemed **complete** by the OSDS. Incomplete application submittals will delay the certification status and may result in loss of the five (5) percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, **hand-deliver or express-mail** your package to:

Office of Small Business
ATTN: BDD Unit 707
3rd Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

If you are claiming the 5% small business preference, a copy of your OSDC Certification Approval Letter must be submitted with the proposal.

H. BIDDER/CONTRACTOR STATUS FORM

All *bidders* must complete, sign and submit the form in response to the RFP. Failure to comply will deem the bidder non-responsive. The DAA reserves the right to verify the information on the **Bidder/Contractor Status Form** at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

I. INSURANCE

Upon award of the contract, the contractor shall provide a signed Certification of Insurance including an amount of \$2,000,000 in general liability coverage for contracts of a hazardous nature and/or \$1,000,000 for other contracts for which liability insurance is required; provide automobile liability insurance if used on-grounds, insurance per occurrence for bodily injury and property damage liability combined at the time of entering into a contract to be pursuant to this RFP, and provide Workers Compensation Insurance Coverage. The certificate(s) must include:

- Evidence of authorized insurance coverage for the term of the contract
- A 30-day cancellation notice
- The District with the address shown as certificate holder; and the additional insured paragraph in the following exact words:

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

J. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

Note to bidders: The DVBE contracting option for this solicitation is stated below.

To avoid having your bid deemed non-responsive, please carefully follow the instructions provided.

The Fair elects not to include the DVBE Program Requirements for this solicitation and does not include any incentive.

PART III
RULES GOVERNING COMPETITION
AND
EVALUATION AND SELECTION PROCESS

A. RFP REQUIREMENTS AND CONDITIONS

1. Introduction

The competitive method being used for the selection of a contractor is known as a Primary / Two Tier Request for Proposal (RFP). Selection of a contractor under this method is based on scoring of proposals and awarding of the contract to the responsive proposer with the highest revenue split with the DAA.

2. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the DAA of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document. Modifications, if any, will be made in writing by way of an addendum issued pursuant paragraph two below. Clarifications, if issued, will be given by written notice to all parties to whom the DAA had sent notice of the RFP and to persons or entity who have requested to be given notice of any modification or notices.

3. Addenda

If necessary, the DAA will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum posted on the DAA website and forwarded to all parties who have been furnished notice of the RFP for bidding purposes. *All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.*

4. Definitions

The use of “shall”, “must” or “will” indicates a *mandatory* requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

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

5. Grounds for Rejection of the Proposal

a. A proposal *shall* be rejected if:

- i. It is received at any time after the exact time and date set for receipt of bids as stated in Part II, paragraphs D and F.
- ii. It is not prepared in accordance with the required format, it is incomplete or information is not submitted in the format required by this RFP.
- iii. The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

- b. A proposal *may* be rejected if:
 - i. It contains false or misleading statements or references which do not support attributes or conditions contended by the bidder. (The proposal *shall* be rejected if, in the opinion of the DAA, such information was intended to mislead the DAA in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)
 - ii. It is unsigned.

6. Right to Reject Any or All Proposals

It is the policy of the DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the DAA reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

All proposals may be rejected with or without cause where it is determined that the bids are not really competitive or where the cost is not reasonable, or if it is deemed to be in the best interest of the State to reject any or all proposals.

7. Protests

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, 3rd Floor, West Sacramento, California 95825, Attention Legal Office **and** with the DAA. The protest must be received prior to the expiration of five (5) working days from Notice of Proposed Award being posted and, in no event, later than 4:30 p.m. on the fifth working day after Notice of Proposed Award was posted online and in a public place at the DAA's Administration Office.

IN ADDITION, within five (5) calendar days after filing the protest or notice of intent to protest, the protesting bidder shall file with the 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 protest by the conclusion of the fifth 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 or notice of protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest waived. Protest shall be limited to the grounds contained in Public Contract Code, Section 10345.*

8. Bid Documents

The bid forms must be submitted in the bidder's name as used on bidder's business license. All bids shall be signed by bidder or duly authorized representative. If bid is made by a sole proprietorship, the proprietor's name and address must be shown; if made by a firm or partnership, the name and address of the firm or partnership, and the signature of one of more partners must be shown; if made by a corporation, the bid shall indicate name of the State under the laws of which the corporation is incorporated, name of the corporation and title of the

person authorized to sign on behalf of the corporation and a statement that the corporation is authorized to do business in California.

9. Award of Contract

Award of contract, if it is awarded, shall be determined in accordance with Page 11, Item C, "Evaluation and Selection". A notice of the proposed award will be posted online on the DAA website and at the Fairs Administration Office for five (5) working days after a proposed award decision is made. If a contract is issued, it will be executed on a STD 213 and included will be the DGS General Terms and Conditions (GTC 610) and the Insurance Statement. The contract will also include the terms and conditions contained in Part VIII. These terms are fixed and non-negotiable.

a. Breaking Ties

In the event there is a tie, the tie will be broken by a toss of a coin by a member of the scoring committee in the presence of authorized representatives of the proposed proposers.

B. OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the DAA. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the DAA will assess a fee to cover duplicating costs. Documents may be returned only at the DAA's option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official DAA files.

2. Confidentiality of Proposals

The DAA will hold the contents of all proposals in confidence until issuance of the **Notice of the Proposed Award**; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality.

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

3. **Modification or Withdrawal of Proposals**

Any proposal which is received by the DAA before the time and date set for receipt of proposals may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals.

A bidder may withdraw but not modify a proposal after the due date. A proposal cannot be timed to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: “ This proposal and the cost estimate are valid for sixty days.”

No oral understanding or verbal instructions, unless placed in writing and issued as an official addendum posted online and distributed to all persons to whom an RFP has been issued, shall alter any of the terms, conditions or written requirements contained in this RFP.

4. **Grounds for Disqualification**

Any contact with DAA management for other than clarification purposes, shall result in disqualification from the proposal process.

Any contact by bidder or bidder’s representative with a Board member, shall result in disqualification of that bidder from the proposal process.

5. **Right to Reject Any or All Proposals**

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

C. **EVALUATION AND SELECTION:**

Each bid will be evaluated to determine responsiveness as described in the RFP. Bids cannot be changed by the bidder after the time and date designated for receipt of bid. Fair will follow the procedure described below in evaluating the technical bids.

1. Review for Format Compliance

After the period has closed for receipt of bids, each bid is reviewed by a selection committee to determine compliance with the RFP format and content requirements and whether any grounds exist for rejection.

2. Evaluation of Technical Bids

a. Technical bids that meet the format requirements are submitted to the Evaluation and Selection Committee that evaluates each bid and assigns points pursuant to the scoring process.

3. Selection

Two Tier RFP require scoring of technical qualifications, then only those deemed to be responsive (above the minimum score required) are evaluated on basis of cost proposal (in this case the one with the highest revenue sharing agreement).

a. After the proposals have been reviewed for technical compliance and qualification, the financial proposals will be opened and scored.

b. Phase I: The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria below. A minimum of 85 points must be achieved in this phase to be considered responsive.

c. The responsive bidder with the highest revenue sharing agreement with the DAA will be deemed the winning bidder.

Notification, Protest and Approval of Award

a. Award of any contract pursuant to this Request shall be made within sixty (60) days after deadline and after posting notice of intent to award contract according to Public Contract Code Section 10345 and 10378. The code states that all bidders shall be notified of the results and of the proposed award by mail. The "Notice of Proposed Award" shall set forth the last date for filing a protest of the award. Notice of the proposed award will be posted for five (5) working days online and at the Fair Administrative Office. Fair reserves the right to reject any or all proposals if it deems such action to be in the best interest of the Fair. Any contract subject to the approval by any control agency of the State will not be binding on the fair or Bidder until approved by such agency.

b. No protest may be filed after the five (5) working day posting period. If no protest is filed within the posting period, the award shall become final.

c. Contract award is heard and formally approved at the next Board meeting.

D. SCORING OF TECHNICAL BIDS:

Bidders receiving a score of 85 points or more on the “Technical Proposal”, Tier 1, will be deemed qualified and their “Financial Proposal Bid Form”, Tier 2 will be reviewed. If a bidder does not receive the minimum number of points, as stated above, that bidder will not be deemed qualified and the bidder’s financial proposal will not be opened nor reviewed. The following information must be provided by the bidder in order for the RFP to be scored. Failure to provide requested information will result in rejection of the proposal. Be as detailed as possible in descriptions.

MAXIMUM
 AVAILABLE
 POINTS

1. Bidder’s Experience and Previous Performance... ..**35 Points**

- a. Summary of experience in the same or similar operation over past three years. **5**
- b. List of primary suppliers over the last three years with letters of recommendation. One (1) supplier of which must be one of the major beer distributors.
 (Donaghy Sales or Valleywide Beverage) **10**
- c. Audited, reviewed or compiled Financial Statements (Balance Sheet, Income Statement, sources and application of funds) for the current three accounting years and copies of federal income tax returns for same periods. **10**
- d. List of current clients Bidder is contracted with and letters of recommendation from at least three (3). **10**

2. Budget... ..**15 Points**

Estimate of budget (income and expenses) for this operation, which may include, but not limited to, wages, promotions/advertising, supplies, insurance, fees, tenant improvements, rent to Fair Association, etc.

3. Menu and Price Structure.....**10 Points**

- a. Menu quality, variety, appropriate to current and anticipated new clientele. **5**
- b. Menu pricing – consistent with prices at similar facilities, reasonable for this venue. **5**

Current operation/management philosophies & policies..... ... **30 Points**

- c. Organizational structure – organizational chart, span of control, etc. **10**
- d. Management background – education and experience **5**
- e. Current policy manual **5**
Current safety policy/manual – including workers compensation compliance **5**
- f. Must own a minimum of 10 concession food trailers. Provide pictures of each with proof of ownership for each trailer. **5**

4. Safety Experience..... **10 Points**

- a. Copy of Safety Handbook and safety material given to employees **5**
- b. Provide proof of Liability and Workmen's
- c. Compensation Insurance **5**

Total Points: **100**

PART IV

HISTORY AND GENERAL INFORMATION SATELLITE WAGERING/GRANDSTAND FACILITY

The concept of off-track, simulcast wagering was first introduced to Fresno in 1985. The District's facility opened in November of 1985 to receive California's first racing signal from Bay Meadows.

Since 1985, the Fresno Fair's Satellite Facility has grown and expanded in many ways. Our grandstand facility provides 33,500 square feet of comfort, convenience and opportunity to race fans and operators alike. Seating for over 1,500 on the general wagering floor and seating for approximately 60 in the VIP Suite on the second floor where patrons can watch & wager in comfort while viewing television monitors. Currently, race patrons have access to pari-mutuel wagering activities for 52 weeks of each year. The VIP Suite offers race patrons comforts not found in the general wagering area. Food & drink are offered on the second floor of the grandstand.

Total attendance over the last three years of satellite wagering operations has ranged from 15,114 in 2023, 15,129 in 2024, and 15,829 in 2025.

Admission fee at the satellite wagering facility is free on Thursdays and \$10 Friday – Sunday for general admission to the satellite facility, parking is free.

All promotional activities are administered by personnel of the District. The promotions vary in terms of composition and purpose, but usually include various forms of admission discounts, premium giveaways and intratrack giveaways. Bidder will be expected to cooperate with Fair Association in some promotions.

OPENING AND CLOSING TIMES

As a general policy, Bidder must be ready for business at opening of facility which is approximately one hour prior to first post.

On dates when both day and night programs are received, hours of operation are approximately 10 a.m. – 10:30 p.m. Friday through Sunday and Thursday 10 a.m. – 5 p.m. on Thursday. Racing is scheduled on most holidays. When racing occurs during the summer months a schedule will be submitted to you (Days and times are subject to change with the same notice given to the District).

KEY FAIR STAFF

Christina Estrada, Chief Executive Officer
Ronnie Mobley, Satellite Facility Supervisor
Chris Chatoian, Maintenance Supervisor
Cohen Communications, Communications Department
Brian Honebein, Director of Marketing

GOALS

Of primary concern is customer service at our off-track horse racing facilities. Our primary short-term goal is to continue to improve the image of satellite wagering and require event shirts or Big Fresno Fair shirts for all employees. Of concern is the appearance of staff, quality of service, product, facility, and surrounding area. The facilities appearance, appointments, food service capabilities, staff appointments and marketing efforts should all be designed and implemented with this goal in the forefront.

Our goals are to continue in our efforts to maximize all operational aspects of the operation, while emphasizing efforts to increase market share, increase return visits by our existing fan base and increase per capita spending in the handle and in concession sales. Such efforts shall focus on providing a high-quality product to patrons in hopes of achieving a 5% - 8% increase in revenues.

PART V

STATEMENT OF WORK TO BE PERFORMED

A. BIDDER SHALL OPERATE FOOD AND BEVERAGE (ALCOHOLIC AND NON-ALCOHOLIC) SERVICE IN THE FOLLOWING LOCATIONS DURING THE FOLLOWING TIME PERIODS:

(NOTE: The Statement of Work for each entity shall be described separately.)

1. Satellite Wagering Facility/Grandstand

Satellite Wagering Facility/Grandstand during year-round satellite wagering operation. Dates to be set by the California Horse Racing Board.

Hours of Operation:

- a. Main Food Service area, in the general betting area located on the 2nd floor of the grandstand, is to be open at all times the general betting area is open to the public. Hours are approximately 10:00 AM – 10:30 PM Friday – Sunday and 10:00 a.m. – 5:00 p.m. on Thursdays. All hours and racing schedules are subject to change.
- b. During the summer months when we experience days with temperatures over 100 degrees, the operation may be moved up to the 4th floor of the grandstand, which is air conditioned, while the 2nd floor is not. Contractor must be able to serve all alcoholic and non-alcoholic beverages as well as food service from that location.

2. Harness Racing/Grandstand

- a. Racing to be held December 1 – May 2027.
- b. Times are TBD.

3. Grandstand Events & Operating Requirements

- a. The Fair will host three (3) grandstand shows per day during the Fair.
- b. Events and performance schedules are subject to change and may vary from year to year.
- c. Final hours of operation and event details will be provided to the successful bidder no later than September 1 of current year.
- d. The bidder will be required to operate all contracted food and bar service areas during grandstand events unless prior written approval is granted by Christina Estrada, CEO.
- e. Examples of grandstand events may include, but are not limited to, PRCA Rodeos, Monster Truck shows, Car Shows, Motocross and other entertainment as assigned. Event types are subject to change annually.

Staffing Requirements:

- a. Main Food Service areas and VIP Suite shall require adequate service workers to provide speedy and efficient service to the customers.

Menu:

- a. The menu in the Satellite Wagering/Grandstand Facility should consist of the following: (Specific foods listed below are for example only and actual menu items shall not be limited to examples. All proposed menus and pricing must be approved by Fair Management.)
 1. Snack foods (examples: popcorn, candy bars, chips)
 2. Appetizers (examples: chicken wings, nachos)
 3. Lunch (examples: salads, soups, hot and cold sandwiches, hot dogs)
 4. Special Occasions – occasional promotional events may require catered luncheon or light dinner for up to one hundred (100) people. Schedule and menu will be discussed with Bidder in advance.
 5. The menu in the bar areas shall consist of alcoholic and non-alcoholic beverages normally served at similar sports wagering, club venues, including, but not limited to: soft drinks, coffee, tea, beer, wine, distilled spirits.

All menus and pricing must be pre-approved by Fresno Fair Management. No changes to approved menu and pricing may be made without additional written approval from Fair Management.

2. Interim Food Service

Interim Food Service means Food Service for events not associated with the Fresno Fair, Satellite Wagering or other similar fair sponsored events. The Big Fresno Fair shall retain exclusive authority over all food service and selection and operations for interim events. Bidder agrees to provide reasonable food and beverages to Interim Renters, which may or may not necessitate the use of mobile food stands with the following exception:

- a. Contractor will be recommended to Renter as a food and beverage provider but Renters are not required to utilize their services. Renter may opt to bring in their own caterer and/or provide a valid liquor license and liquor liability insurance in order to serve their own alcoholic beverages, necessitating the release of contractor's liquor license for the dates of the event only. Use of fairgrounds facilities by an outside caterer may require the use of the Bidders occupied areas, unless such use would interfere with the Bidders ability to perform its rights and responsibilities under this Agreement. All costs incurred by Bidder resulting from damage or loss by

an outside caterer shall be reimbursed by the outside caterer. No outside caterer shall use Bidder's owned food service equipment and/or inventory.

1. During Interim Events:
"Interim Events" means events not associated with the Fresno Fair, satellite wagering or other similar fair sponsored events. Bidder may be required to provide reasonable food and beverages to Renters of interim events except as follows:
 - b. On interim events, Bidder has no right to sublet and must provide products as required by Renter, food and/or alcoholic beverages. As to the following interim events, Bidder shall have no right or duty to serve food, alcohol or non-alcoholic beverages:
 1. The Big Fresno Fair Flea Market Swap Meet or any other permanent swap meet.
 2. All interim events sponsored or co-sponsored by the Fair.
 3. All events where the primary purpose of the event is the serving of food and beverages.
 4. Any ethnic oriented event where the service of ethnic food is fundamental and primary to the event including, but not limited to, Hmong International New Year.
 5. Any self contained circus type event.
2. All areas of Fairgrounds:
Bidder shall have no right or duty to serve food, alcohol or non-alcoholic beverages in the Backstretch Restaurant or in the Jockey Room.
3. Hours of operation shall be established by the Renter. Bidder will be notified regarding a Renter and their requirements as soon as the Fair confirms the event. Specific food service requirements will need to be discussed between Bidder and Renter.
4. Staffing requirements will vary from event to event based on the many variety of events the Fair hosts, each one being different. However, the basic premise will be that each event will be staffed appropriately with adequate and appropriate staff to maintain the high level of service and efficiency to serve the customer.

3. Fair time Alcoholic Beverage Service

Grounds

- a. Fair time Alcoholic Beverage Service consists of being responsible for setting up, decorating in the fair theme and operating a minimum of Eight (8) beer booths on the grounds during Fair time (does not include carts). Venues currently include the Wine Garden, Ivy bar, beer booth across from the paddock, Blues and Brews, Sports Bar, beer booth located on the north west corner of the Industrial Education Building, beer booth located on the south side of the Industrial Education Building and beer booth located on the east side of the livestock barns. Alcoholic beverage service includes beer, malt liquors, hard ciders, wine and margaritas. Soda and water may also be sold at beer booths, excluding carts. Booth locations are negotiable but the minimum quantity of booths is not, unless mutually agreed upon by both parties.
- c. The Fair may supply beer cups for sale to the Bidder and retains the right to sell advertising on said cups as the Fair sees fit.
- d. The Fair has sponsorships with various beverage companies and it will be the Bidder's responsibility to serve the beverages requested by the Fair in the tap quantities and locations designated by the Fair.

Grandstand

1. Bidder shall operate all bars and beer carts in the grandstand during the fair. There are permanent locations but portable carts may be necessary to alleviate lines on Fridays and Saturdays.
2. Bidder will be responsible for selling 2 of the 3 outside tiers located on the 4th floor outside the Turf Club and will work with Fair Management to accommodate sponsors and Director's at no cost to the fair for the space/tables (up to 5 tables maximum). Additional tables needed by Fair Management beyond 5 tables would be billed at 50% the actual cost. Bidder will split revenue generated from the table sales at 75/25 with the 25% going to the Fair. Tables of 4 are currently being sold at \$50 per table.
3. Bidder will be responsible for selling the Luxury Deck located outside the Turf Club. Bidder will split revenue generated from the table sales at 75/25 with the 25% going to the Fair. Tables of 3 and 4 are currently being sold at \$125 per table and include a buffet lunch. Bidder will also reserve 2 tables of 4 seats per day for use by the Big Fresno Fair at no charge.

4. Performance of Contract

- a. All food service, snack bars and bar areas shall be open for business during the times the respective facilities are open for operations. In the event Bidder fails to be open for business during the days and times required for Satellite Wagering/Grandstand Facility, Operator shall pay the Fair 75% of the daily average percentage paid to the Fair during the most recent preceding month with normal operating days and hours for each day or portion thereof the food and beverage service is not open for business. The foregoing shall not be construed to give Bidder the right to elect to pay said amount to Fair in lieu of providing agreed upon service, and any failure to provide agreed upon service will be a breach by Bidder of the Rental Agreement entitling Fair to the aforesaid liquidated damages and all other remedies provided by California law to the non-breaking party to a contract. Bidder agrees that the aforesaid liquidated damages are reasonable under the circumstances and Bidder waives any right to prove otherwise pursuant to California Civil Code Section 1671(b).
- b. Bidder must provide service to all events as requested by renter and event shall have no minimum guarantee of food and beverage sales.
- c. Bidder shall ensure that the food and beverage service operation and its employees maintain a clean and professional appearance and working environment at all times.
- d. All signage, including menu boards, shall be professionally printed. Locations and signs other than menu boards must have prior written consent of Fair Management.
- e. Bidder is encouraged to develop promotional programs which fit into the special promotions and the goals of the Fair Association.

5. Safety

- a. Bidder shall perform the food and beverage service operations in a manner which will ensure the safety of Fair's employees and agents, Bidder's employees, agents and the public.
- b. Bidder is responsible for obtaining all food service safety certifications for all employees including, but not limited to, HACCP, ServSafe and for conducting L.E.A.D. Training annually.

PART VI

TERMS AND CONDITIONS

A. Food and Beverage Service Operation

1. The Bidder shall provide all necessary equipment, supplies, materials and labor to operate the food and beverage operations outlined in Part V, Statement of Work To Be Performed.
2. Bidder shall not sublet food or beverage service during the fair or for interim events.
3. Food and beverage prices must be mutually agreed upon by the Fair's CEO and the Bidder. Changes to prices may not be made without the prior written authorization of the CEO and shall be consistent with prices for like items at comparable facilities and relative to the Fresno County and City area.
4. All food and beverage products sold or kept for sale shall be first quality, wholesome and pure and shall conform in all respects to the Federal, State and County food laws, ordinances and regulations.
5. Bidder shall be responsible to provide all necessary licenses and permits, pay all fees associated with obtaining and maintaining said licenses and permits, and be responsible for meeting all applicable health, fire, safety and labor regulations.
6. Bidder shall be responsible for maintaining the area specifically designated as Food Service and Bar areas and all equipment associated with said areas.
 - a. In the Satellite Wagering Facility/Grandstand, this shall include maintaining floors, walls, equipment, storage areas, etc. in clean, tidy, sanitary and "like new" condition, except for normal wear and tear. Fair Association employees shall remove litter from tables in the betting areas during the daily race programs, while the public is in the facility. Both Food Service Operator employees and Fair Association employees shall remove litter from tables at the end of each daily daytime race program and again at the end of each daily night time race program. Fair Association employees shall be responsible to clean (wash) the tables at the end of each daily race program.
 - b. Bidder shall be responsible for the timely maintenance of grease traps, fire suppression equipment and all food service equipment. Repairs to equipment not covered by warranties shall be the responsibility of the Bidder.

7. Restaurant Equipment

- a. During the term of the prior agreement, Food Service Operator installed or caused to be installed in the food service areas of the Satellite Wagering/Grandstand various food service and kitchen furniture, fixtures and equipment, much of which is in the facility. Some, if not all, of the restaurant equipment may be made available for purchase to the successful Bidder. All negotiations for equipment will be between the current operator, who owns all of the equipment, and the successful Bidder. The successful Bidder shall make his/her intentions known to the Fair within fifteen (15) days of the awarding of the contract.
- b. During the term of this agreement Bidder shall furnish and install or cause to be installed all additional and replacement restaurant equipment necessary or required to allow Bidder to carry out its obligations under this agreement. Within five days following installation of any additional or replacement restaurant equipment, Bidder shall give Fair written notice, which notice shall include a description of all items of restaurant equipment added and removed, if any, together with the acquisition cost of each item added. On each anniversary date of this Agreement, the notices shall be updated and signed by the parties in two or more copies and affixed to the signed copies of this Agreement. Each amendment shall correctly list all of Bidder's restaurant equipment in the Satellite Wagering Facility/Grandstand and Post Time together with acquisition cost of each item.
- c. For the purposes of this Agreement, restaurant equipment means food service and kitchen fixtures, equipment and furnishings which are not permanently affixed to the structure. Restaurant equipment includes, but is not limited to, stoves, ovens, counters, walk-in refrigerated boxes, ice machines, tables, chairs, etcetera. Restaurant equipment does not include items such as hoods, fire prevention systems, HVAC equipment, stainless steel flashing, safes embedded in concrete, etcetera, which are permanently affixed to the grandstand structure. These permanently affixed items are referred to in this Agreement as "capital improvements".
- d. Bidder shall, at its sole cost and expense, repair and maintain in good working order all restaurant equipment used by Bidder in its performance of this agreement.

- e. Risk of loss as to Bidder's restaurant equipment shall be on Bidder. With respect to damage or loss to or of said restaurant equipment, Bidder may insure the same by one or more policies of insurance, or Bidder may self insure the same, at Bidder's choice.
- f. Bidder shall pay before delinquency all personal property taxes on its restaurant equipment and keep the same free of all liens, encumbrances and security interests, except purchase money security interests. As to purchase money security interests, bidder must remove the same no later than ninety (90) days prior to the expiration of the term of this Agreement or within ten (10) days following any premature termination of this Agreement.
- g. Food Service Operator grants to Fair or to the new Food Service Operator, the right and option to purchase any or all restaurant equipment in the facility upon termination of this agreement, whether by expiration of the term, termination following uncured default by Bidder, or otherwise. To exercise this option, Fair shall give notice in writing to Bidder not less than fifteen (15) days prior to the expiration of the term of this agreement or within fifteen (15) days following any premature termination of this agreement, which notice shall set forth Fair's intention to exercise its option. The parties shall then seek to establish a price to be paid for the restaurant equipment as to which option is exercised, which price shall not exceed one-half of Food Service Operator's acquisition cost of each item. If the parties are not able to agree on the aggregate price or the price of any individual item of restaurant equipment within five (5) business days after the giving of the option notice, the price shall automatically be set at one-half of food service operator's acquisition cost as to the item or items in dispute.
 - 1. Upon determination of the option price, Fair shall deposit with an escrow holder of its choice ten (10) percent of the option price, and the Bidder shall immediately deposit with the escrow holder its bill of sale for the subject restaurant equipment, which bill of sale shall warrant that title is free and clear of all liens, encumbrances and security interests, and which bill of sale shall warrant that all restaurant equipment is in good working order. Except as so warranted, Food Service Operator's bill of sale may disclaim all other warrants.
 - 2. The parties shall sign appropriate escrow instructions to carry out the sale of the restaurant equipment, and the instructions shall direct the escrow holder to comply with Division Six of the California Commercial Code – Bulk Transfers. The escrow costs shall be shared equally between the parties.

3. The escrow shall close on the published closing date provided that the balance of purchase price is deposited into escrow at least five days prior to the close of escrow or at such other times as required to comply with Division Six of the California Commercial Code. On that date, title to the restaurant equipment shall pass to Fair or its nominee, and Food Service Operator shall receive purchase money, less its share of escrow costs.

- h. Upon termination of this Agreement, Food Service Operator shall, within thirty (30) days, remove from the Fair facility or otherwise dispose of in a manner satisfactory to the Fair, all restaurant equipment and other personal property of Food Service Operator located, except restaurant equipment which new contractor exercises its purchase option as provided. If Food Service Operator fails to remove or satisfactorily dispose of not purchased restaurant equipment and other personal property, such personal property shall be conclusively deemed abandoned and Fair may dispose of the same as it sees fit, free from any claim by Food Service Operator, and also at Food Service Operator's expense. If Fair advances moneys to accomplish the removal or other disposition of abandoned property, Food Service Operator shall reimburse Fair upon demand, together with interest at the highest legal rate from the day of demand to the day of payment.

8. Manner of Payment and Record Keeping

Bidder shall maintain true and accurate records showing all business transactions. Such records may be subject to audit by the Fair Association at any time. Payments and monthly reports to the Fair Association shall be made by the Bidder at the:

Fair Administration Office
Ar-accouting@fresnofair.com
1121 S. Chance Avenue
Fresno, CA 93702

Satellite Wagering Facility/Grandstand

1. Point of Sale System of the Fairs choosing is required and must be used for all transactions at all locations. Bidder must maintain daily sales reports and submit in the form of a weekly report to the Fair's accounting department.

2. Point of Sale Requirements shall be as follows:
 - a. Customer display (pivot display suggested)
 - b. Compulsory drawer closure
 - c. Current printed date and time on detail journal
 - d. Readable tapes
 - e. Device must print receipts for customers
 - f. If you have a refund key, it must be operable only under the manager's key
 - g. Bidder will be responsible for providing all back up Point of Sale Systems

REGISTERS WILL BE CHECKED ON A REGULAR BASIS TO ASSURE THESE REQUIREMENTS ARE MAINTAINED.

3. Bidder shall pay a commission to the Fair Association. This percentage will be calculated from the gross sales, after taxes, of food and non-alcoholic beverages, alcoholic beverages as well as any other revenues generated from this contract. For the purposes of compensation, percentage of gross sales paid to the Fair by Food Service Operator shall be calculated from Point-of-Sale tape totals.
4. Time and Place of Event Accounting
 - a. Each week a gross sales report shall be submitted to the Fair's accounting department. A "week" will run from Wednesday through Sunday, in accordance with racing schedule and days of operation. A gross sales report shall be submitted on Tuesday of each week on which Satellite Wagering occurs, except during fair time which will be made in accordance with fair time procedures.
 - b. Interim Food Service payments shall be made to the Fair's accounting department no later than five (5) days after the close of each interim event.
 1. Interim Events do not include any event that is sponsored by the Fair. Interim renters will be encouraged to use the Bidder for food and beverage service but are not required to do so. This applies to all interim events except as follows:
 - a. The Big Fresno Fair Swap Meet
 - b. All interim events sponsored or co-sponsored by the Fair.
 - c. All events where the primary purpose is the serving of food and beverage.
 - d. Any ethnic oriented event where the service of ethnic food is fundamental and primary to the event including, but not limited to, The Hmong International New Year.
 2. All Areas of Fairgrounds:
Bidder shall have no right or duty to serve food alcoholic or non-alcoholic beverages in the Backstretch Restaurant or in the Jockey Room.

- c. **Monthly Accounting**
At the end of each calendar month or within ten (10) days, Bidder shall furnish Fair a gross sales statement and a check for the amount due certified by an officer of the Food Service Operation. This will be done for both the Satellite Wagering Facility/Grandstand as well as Interim Events. Failure to make payments on or before will result in breach of contract and could result in contract termination.
- d. **Annual Accounting**
At the end of each calendar year or within sixty (60) days thereafter, Bidder shall furnish Fair a profit and loss statement, prepared by either a public accountant or certified CPA, setting forth the gross sales made by Bidder from all its operations on the Fresno Fairgrounds for that calendar year and Bidder's expenses of operation. The cost to prepare such statements shall be paid by Bidder.
- e. **Complete Accounting Records**
Bidder shall keep true and correct financial books and records as approved by Fair of all food service operations made pursuant to this Agreement, in which Bidder shall correctly and fully enter in accordance with generally accepted principles of accounting all transactions respecting the operations of Bidder pursuant to this Agreement, its total gross sales and the cost of its merchandise and supplies. Fair shall have the right at all reasonable times during the term of this Agreement and for one (1) year following its termination to examine and audit all such financial books and records.
- f. **Sales Tax Returns**
Bidder shall report all taxable sales derived from operations pursuant to this Agreement to the appropriate state sales tax agency, and the returns so filed shall show gross revenues made pursuant to this Agreement separate from all other revenues. One copy of each report shall be submitted to Fair, concurrently with filing with the state agency.
- g. **Interim Accounting**
If this Agreement is prematurely terminated for any reason, Bidder shall furnish Fair within ninety (90) days following such termination, a profit and loss statement prepared by either a public accountant or CPA, setting forth Bidder's gross sales from all of its operations on the Fresno Fairgrounds for any unreported period of time and Bidder's expenses of operation for that period.
- h. **Fair time Accounting**
During the period of the annual fall fair time event, Food Service Operator activities conducted in the Grandstand must be reported to the Fair's Exhibit Office as fair time activity. Day time activities will be totaled out at close of activity, while evening activities will be recorded separately. All must be reported to the Exhibit Office the following day by 12:00

noon. A member of the Food Service Operator's accounting staff must be available daily during the run of the fair time event to reconcile tapes with exhibit staff. A member of the Food Service Operator's accounting staff shall meet with the Exhibit Office staff prior to the onset of the annual fair time event to reconfirm procedures. Commission payment based on the Fair's receipts shall be made periodically during the annual fair time event and the final payment shall be made within ten (10) days of the end of the fair time run or by October 31, whichever is later.

C. MANAGEMENT

1. Bidder must provide an on-site manager with the authority to make decisions necessary to address any matter pertaining to proper operations under this agreement. Fair's CEO or Deputy Manager(s) shall reserve the right to require replacement of such on-site manager in the event of improper, inefficient or unethical management of the facility and/or employees of the Bidder or Fair's.

D. EQUIPMENT

1. Bidder shall, within thirty (30) days of installation of personal property, submit to Fair Management a list of all personal property used or located on the premises. Failure to notify the Fair of any such personal property within the time required shall cause ownership to be vested in the Fair.
2. Bidder shall submit to Fair Management a list of all equipment owned by third party purveyors, and used or located on the premises, within seven (7) days of the installation of said equipment.

E. EMPLOYEES, UNIFORMS, SERVICE

1. Bidder shall be responsible for insuring that all Food Service employees are clean in appearance, courteous and fully trained to provide a level of service deemed acceptable by Fair Management. If, in the opinion of Fair Management, an employee fails to meet reasonable standards, Bidder will be notified and employee will be made to meet standards immediately or discontinue employment at the Fair Facility.
2. A qualified and responsible manager shall be on-site during all hours of operation.
3. All employees must comply with all Federal, State and local health and safety regulations.

4. All employees must be easily identifiable by the use of employee uniforms. In addition, name badges are also required. All uniforms must be neat and clean in appearance and meet standards acceptable for a family entertainment facility. Specific uniforms shall be mutually agreed upon between Fair Management and Bidder and, especially in the Satellite Wagering Facility/Grandstand, shall be consistent with the color theme and atmosphere of the facility.

F. UTILITIES, GARBAGE DISPOSAL

1. Fair shall provide all water, electricity and gas necessary for the normal operation of the food and beverage operation. Food Service will pay a utility use charge for gas and electricity of one thousand dollars (\$1,000.00) per month for each year of operation. This charge will be adjusted annually based upon changes in the rates charged to the Fair. Propane will be billed monthly based on receipts submitted from maintenance department.
2. Food Service Operator shall furnish at its own expense all common and skilled labor and equipment for the moving and setting up and dismantling of any temporary concession stands or other equipment at the premises. All utility hook-ups to be supplied by the Fair shall be at Food Service Operator's additional expense.
3. Fair shall provide garbage/trash removal services and shall provide, through local waste disposal company, appropriate bins, dumpsters, etc. Bidder is expected to employ reasonable conservation or recycling measures to avoid unnecessary waste disposal expenses. Bidder shall be required to comply with any recycling program that may be implemented by Fair or required by local waste disposal contractor.
4. Food Service Operator shall be responsible for and will provide janitorial service, pick up and removal of all litter within a defined area of operation established by the Fair and approved by the Food Service Operator that includes, but is not limited to, the work area inside the stands, the service area and areas of public use adjacent to the food stands such as condiment areas, bar and lounge areas, and dining areas. If any such janitorial service is provided by the Fair, Food Service Operator shall reimburse the Fair at current billing rates. Any janitorial service which includes clean up of items dispensed by Food Service Operator, whether or not said service is the responsibility of or paid for by Food Service Operator, shall be considered to be part of Food Service Operator's operation for all purposes under this contract.
5. Bidder shall be responsible for the disposal of any waste cooking grease/oil generated during the operation of the food and beverage operation. Waste products must be properly stored and promptly removed so as to not create a pest, odor or unsightly nuisance. Dumping waste grease or oil down the drains on the grounds, in a sink or down a storm water drain is strictly

prohibited. If this occurs, Food Service Operator will reimburse the Fair for clearing out the pipes and drains or this act could result in breach of contract.

6. Food Service Operator shall provide sufficient waste receptacles at each location and make certain that they are kept clean and promptly serviced during and after each event.
7. Food Service Operator shall engage in, at its sole expense, and utilize pest control services to control vermin and pests as deemed necessary, but in all events at least monthly. Such extermination shall be supplied in all areas where food is prepared, dispensed and stored.

G. SECURITY

1. As between Fair and Bidder, Fair shall not be obligated to provide security for Bidder and its employees and its personal property and equipment, notwithstanding Fair's general obligation to provide a safe facility for the patrons and invitees of both Fair and Bidder, and Bidder shall waive any rights it may have to receive such security from the Fair. As to personal property of Bidder, Fair's obligation shall be that of a gratuitous bailee under California law. The Satellite Wagering Facility/Grandstand is equipped with a security alarm system. If it is determined that the Bidder is at fault for setting off the alarm, Bidder will reimburse the Fair the "false alarm" fee.
2. Bidder shall have a reasonable right of ingress and egress to the Fairgrounds and to the Bidder areas at all times during its operations hereunder for the purposes of transporting materials, food and supplies and beverages to service areas and for otherwise conducting business in accordance with this Agreement, but such access shall at all times be in compliance with Fair's rules and regulations and policies governing access to and movement of vehicles and personnel on the Fairgrounds. Parking shall at all times be under the control of Fair and Bidder acknowledges and agrees that it has no right or interest in parking revenues.

H. STORAGE/OFFICE SPACE

1. Storage areas are included at various locations in Satellite Wagering/ Grandstand many of which are on the third floor along with the kitchen and office facility and are for the use of Food Service Operation, including dry storage, beer kegs and soft drink canister storage. These spaces are available without charge to the Bidder. Additional space, if needed and available, is subject to negotiation with the Fair's CEO or Deputy Manager(s).
2. All renovation, modification and other construction to the office and storage areas are subject to the approval of the Fair's CEO or Deputy Manager(s) and all costs will be borne by Food Service Operator.

I. POSSESSORY INTEREST TAX

1. Bidder's use of the Fair's facilities and personal property may result in the imposition of a possessory interest or equivalent tax. Regardless of who the tax is assessed against, Bidder shall pay before delinquency all such taxes and any other taxes arising out of the execution of performance of the Rental Agreement (except for taxes on the Fair's income under said Agreement) and indemnify and hold harmless Fair with respect thereto.

J. FACILITIES / CAPITAL IMPROVEMENT PLAN

1. All proposers must submit a financial commitment for Facilities/Capital Improvement concepts. Contractor is required to provide annual upgrades and improvements to the facilities. The intent is for these improvements to be stationary and "brick and mortar" in nature. However, Proposer can suggest purchase of equipment for Association's consideration.
2. Contractor will agree that the financial commitment provided for improvements be deposited with the Association, and that any and all improvements will immediately become the property of the Association. There will be no financial consideration given to the Contractor at the termination of the Agreement for any capital improvements built or acquired in response to this term, unless otherwise stated in an executed agreement.
3. Before completing any projects or purchases associated with the Facility/Capital Improvement concepts, Contractor must secure written approval from Association management.
4. The Facility/Capital Improvement Plan must:
 - a. Provide a description of the proposed capital Improvement project(s) concepts.
 - b. Provide a minimum financial commitment for the term of this agreement. Should the costs of the described project fall below the amount committed, Contractor will still be required to spend the minimum committed amount on capital improvements.
 - c. Receive approval from the Association before any Capital Improvement projects commence.
 - d. The Association reserves the right to request specific Capital Improvements utilizing the financial commitment.

K. CONTRACTS DOCUMENTS:

1. Documents
 - a. The items hereinafter enumerated are referred to as the "contract documents". Each item shall form a part of the Service Agreement and the provisions thereof shall be as binding upon the parties hereto as if they were fully in the Service Agreement. Work called for in any one contract document and not cited or referenced in another shall be performed and executed the same as if cited or referenced in all contract documents. The index, titles, and headings contained in said contract documents are solely to facilitate reference to various provisions of the contract documents and in no way affect or limit the interpretations of the provisions to which they refer. The "contract documents" consist of:

- The Request for Proposal;
- The Instructions to Bidders;
- The completed Food Service Bid Forms submitted by the Bidder;
- The Service Agreement;
- The DGS General Terms and Conditions (GTC 610)
- Any addenda as noted on the Technical Bid Form.

Any notice required or desired to be given under these contract documents shall be in writing and shall be personally served, or in lieu of personal service, may be given by depositing such notice in the United States mail, certified, return receipt requested and postage prepaid, addressed as designated on the Rental Agreement.

Any notice given by certified mail shall be deemed to have been given on the second day after mailing. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

b. Terms and Conditions Controls

In the event of a conflict between the terms and conditions of any of the contract documents, the documents shall prevail in the following order of priority:

1. The Service Agreement
2. Any addenda as noted on the Technical Bid Form
3. Instructions to Bidders
4. Part I of this RFP
5. Part VI of this RFP Scope of Work
6. The completed Bidder's bid forms submitted by Bidder

L. Bonds, Insurance, Licenses, and Permits

1. Insurance Policies

- a. Bidder agrees to maintain the public liability, property damage, and worker's compensation insurance and any additional requirement of insurance imposed by the Rental agreement, in full force and effect at all terms during the term of this Rental Agreement. Bidder further agrees that the terms and conditions and all other aspects of the insurance policies shall be subject to Fair's approval, with said approval to be exercised in a reasonable manner.
- b. Any failure to maintain any item of the required insurance will be sufficient cause for termination of this Rental Agreement by Fair.

2. Responsibility for Damages

Approval of the Bidder's insurance by the Fair and state shall not diminish or alter the extent to which the Bidder is liable pursuant to this Rental Agreement.

3. Bidder's Responsibility to Keep Current

All bonds, licenses and permits which are required under the contract documents must be current and valid at all times during the performance of the contract.

M. REPRESENTATIONS AND WARRANTIES:

Bidder represents and warrants that it:

1. Is an established, financially stable business.
2. Is now in compliance with and will continue to comply with all applicable laws and regulations.
3. Has no outstanding debts to any Fair.

N. INSPECTIONS

1. Fair Inspection

The Fair's CEO and/or the CEO's designee, may perform the following monitoring and inspection activities:

- a. Fair may elect to perform physical inspections, which may include, but are not limited to, safety and cleanliness, at any time Fair deems appropriate.
- b. Fair may determine, at its sole discretion, the criteria to be used in performing physical inspections. To the extent deemed appropriate by the Fair in its sole discretion, physical inspections will include the inspection of any books and records of the Bidder. Any remedial work required by Fair following any inspection must be satisfactorily completed by Bidder within the time allowed by Fair; otherwise, Bidder shall be deemed to be in breach of the Rental Agreement. Neither the right to perform physical inspections nor the performance of physical inspections shall (i) impose any responsibility on Fair regarding the condition of the operation or the equipment operated by the Bidder, or (ii) relieve the Bidder from responsibility for insuring that all equipment is clean, safe and in good working order.

2. Hazardous Substances

No goods, merchandise or materials shall be kept, stored or sold in or upon the Fairgrounds which are in any way explosive or hazardous and no offensive dangerous trade, business or occupation shall be carried on at the Fairgrounds, and nothing shall be done at the fairgrounds other than as provided for in this Agreement. No machinery or apparatus shall be used or operated at the Fairgrounds which shall in any way injure the same or improvements thereon;

provided, however, that nothing in this Agreement shall preclude Bidder from bringing, keeping or using in the grandstand such materials, supplies, equipment and machinery as are appropriate or customary for one engaged in the food and beverage concession business. All combustibles shall be hauled, stored and dispensed in accordance with present and future regulations and laws.

O. RIGHT TO AUDIT:

1. Percentage Contracts

The Fair shall have the right to all reasonable times during the term of this Agreement and for one year following its termination to examine and audit all Bidder's financial books and records, including its federal and state income, franchise and sales tax returns. Upon entering into the Rental Agreement, Bidder shall execute and deliver to fair appropriate non-revocable authorizations directed to the Internal Revenue Service, the California Franchise Tax Board, and the California State Board of Equalization allowing said agencies to furnish Fair copies of Bidder's tax returns for any period of time during which the Rental Agreement was in force.

P. COMPLIANCE WITH LAWS:

1. Bidder Responsible for Salary Withholding

Bidder agrees to make, and shall be responsible for, all deductions from payments to employees, agents or servants and shall make and render, in its own name, all reports and payments of such sums so deducted as shall be required by any and all applicable Federal and State Unemployment Compensation Acts, Social Security Act, and any and all other federal, state, or local laws of whatsoever kind and character.

2. Material Breach

Failure of Bidder to comply in any respect with the scope of work and terms included in the contract documents, may, at the option of the Fair, be deemed a material breach of this contract. In the event Bidder fails to cure such non-compliance within a period of time as determined by Fair, Fair may terminate the contract, and on such termination, may enter upon and take possession, and collect from Bidder any costs or damages caused by or incident to Bidder's breach.

3. Waiver of Terms

No waiver by either party at any time of any of the terms and conditions of the contract documents shall be deemed as a waiver at any time thereafter of the same or any other term of condition contained therein, nor of the strict and prompt performance thereof. No delay, failure or omission of Fair to re-enter premises or to exercise any right, power or privilege or option arising from any default, shall impair any such right, power or privilege or option, or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to Bidder shall be required to restore or revive time as of the essence after waiver by Fair of any default. No option, right, power, remedy or privilege of Fair shall be construed as being exhausted by the exercise thereof in one or more instances.

The rights, powers, options and remedies given to Fair by the contract documents shall be deemed cumulative.

4. **Liens**
No act or omission by Bidder shall result in a lien or charge being made or placed upon the food service area, equipment or any improvements thereon. The existence or threat of any such lien shall be deemed to be a breach by Bidder of the Contract Documents.
5. **Indemnification**
Bidder agrees to assume the defense of, indemnify and hold harmless the Fair and the State of California and their respective directors, officers, agents, servants, representatives and employees from any and all losses, claims, licenses, suits, liabilities, expenses or costs of any kind, including but not limited to attorney's fees and litigation costs arising out of or in anyway connected with Bidder's performance of, or exercise of any right or privilege under this Rental Agreement, including any act or omission by any and all of Bidder's guests, invitees, employees, bidders or subcontractors, and including any such losses, claims, suits or costs arising out of Fair's negligence, whether sole or contributory, but excepting any such losses, claims, suits or costs arising out of the sole active negligence or willful misconduct of the party being indemnified.
6. **Attorney's Fees**
In the event any legal action, including arbitration, is brought by either party to the Service Agreement or for breach of the Service Agreement or for a declaration of the rights and duties under the Service Agreement, the prevailing party shall recover costs and reasonable attorney's fees in addition to any other relief to which that party may be entitled.
7. **Entire Agreement**
The Agreement contains and embraces the entire agreement between the parties hereto with respect to this subject matter, and it may not be altered, modified or amended, other than by a further writing signed by the parties and approved by appropriate state agencies.
8. **Default and Termination**
The Agreement is made upon the express condition that, if royalties or other amounts which Bidder agrees to pay to the Fair, or any part thereof, shall be unpaid on the date on which the same shall be due, or if default be made in any of the terms covenants, conditions or undertakings of Bidder herein contained, or should Bidder become insolvent or bankrupt, or seeks any relief under the United States Bankruptcy Code, then and in such events, or any of them, at the option of the Fair, and subject to giving the notice described below, the Agreement shall cease and terminate, and the Fair may enter upon and take exclusive possession of all concession areas, kitchen storage areas and all other areas occupied by Bidder pursuant to the Agreement.

9. Cure
Except for defaults in payment of royalties or Bidder seeking relief under the United States Bankruptcy Code, Bidder shall have twenty-four (24) hours to cure defaults after receipt of notice from Fair, unless in Fair's sole discretion, a cure cannot be completed within twenty-four (24) hours, in which event Bidder shall have the time to commence and complete a cure as demanded by Fair in its notice of default. In the event of non-payment of royalties or Bidder's bankruptcy, Bidder shall have five (5) days after notice from Fair to sure the same.
10. Nuisances
Notwithstanding any of the above breach of Agreement provisions, should Bidder create or allow to be created a nuisance on the Fairgrounds, Fair, at its discretion, may declare this Agreement terminated, provided that Bidder is afforded three (3) days to cure the nuisance after written demand to do so from Fair.
11. Conflicts of Interest
Bidder warrants and agrees that no official or employee of Fair, nor any business entity in which any official or employee of Fair, is interested in, has been employed or retained to solicit or aid in the procuring of this Agreement, or will be employed in the performance of this Agreement, without the immediate divulgence of such facts to Fair. Should Fair determine that the employment of any official, employee or business entity is not compatible with such official or employee's duties as an official or employee of the Fair, Bidder, upon request of Fair, shall terminate such employee immediately.
12. Nondiscrimination
Bidder and its employees shall not discriminate on account of race, religion, color, ancestry, sex, age, national origin or physical handicap against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by others. Nor shall Bidder or its employees publicize the accommodations which are appurtenant to this agreement or the facilities, services or privilege described herein in any manner that would directly or inferentially reflect upon or question the acceptability of patronage of any person because of race, religion, color, ancestry, sex, age, national origin, or physical handicap.
13. Amendments and Extensions
The Agreement may be modified only by a further written agreement signed by both parties. Fair shall also have the right to grant reasonable extensions of time to bidder for any purpose or for the performance of any obligation of Bidder hereunder, but Fair shall be under no duty to do so. No right, option or privilege herein contained or conferred upon Bidder by this Agreement shall be deemed to bind the California Horse Racing Board or any agency of the State of California in anyway, nor shall anything herein contained be deemed to require an exercise of discretion by any such state agencies in any particular manner.

14. **Executory Contracts**
All of the rights and privileges conferred upon Bidder under the agreement are subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title which may affect the subject matter of the Agreement, and the use of the “grant” herein shall not be construed as a covenant against the existence of any of same.
15. **Quitclaim Deed**
Upon termination of the rights herein granted, Bidder shall execute and deliver to Fair within thirty (30) days after written demand therefore, a good and sufficient Quitclaim Deed to the rights theretofore existing under the Agreement. Should Bidder fail or refuse to deliver the same to Fair after written demand, then, in that event, Fair may execute said Quitclaim Deed as Attorney in fact for Bidder and said executed Quitclaim Deed shall be as valid as if in fact executed by Bidder.
16. **Approval Required**
It is acknowledged and agreed by the parties hereto that neither the Agreement nor any amendment, modification or termination hereof shall be effective unless and until the same are approved in writing by the California Department of General Services and the California Department of Food & Agriculture.
17. **Time of Essence**
Time is of the essence hereof.
18. **Illegality**
Should any provision of the Agreement be held by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be deemed severed from the Agreement, and all of its remaining provisions shall be fully enforceable as between the parties.

PART VII

INSTRUCTIONS TO BIDDERS

A. GENERAL

Bidder must furnish a statement in writing that Bidder is generally familiar with the requirements of the Department of Alcoholic Beverage Control and that bidder is unaware of any reason why Bidder cannot obtain an alcoholic beverage license. In the alternative, Bidder may furnish a statement in writing that bidder is presently licensed by the Department of Alcoholic Beverage Control, that Bidder's license is in good standing, and that Bidder has not suffered any disciplinary action by the Department of Alcoholic Beverage Control. If there have been violations associated with the license, all violations for the past 5 years must be listed including dates and locations. If so licensed, Bidder shall accompany the statement with a copy of Bidder's license.

B. INQUIRIES:

Oral communication between any bidder and the Fair Administration, Board of Directors, or any State officer or employees shall not be binding on the Fair, and shall in no way excuse the bidder from the obligations as set forth in the RFP documents. All inquires must be made in writing, addressed to the contact person listed on the cover page of this RFP package. Any modifications to the RFP documents will be made by written Addenda issued. Any clarifications will be given by written notice on the Fair website as well as to all parties who have obtained an RFP package from Fair, without divulging the source of the request for such clarification. The Fair shall not be responsible for failure to give specific written notice of clarification to any prospective bidder. Written inquiries must be received in the Fair's Administration Office at least fifteen (15) days prior to the date bids are due. Inquires received after the above fifteen (15) day deadline will not be answered, unless Fair extends the date by which bids are due.

C. FORMAT AND CONTENT REQUIREMENTS:

5. Introduction

These instructions prescribe the mandatory bid format and the approach for the development and presentation of bid data. Bid format instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Failure to prepare bids in the following required format will result in disqualification from evaluation.

6. Bid Format and Content

- a. Each bid must be prepared and submitted in sealed envelope using the forms provided.
- b. All narrative portions of the bid shall be typed and doubled spaced.
- c. Complete the attached Pending Litigation Statement.

7. Technical Bid Requirements

The "Technical Bid Form" must be signed by authorized representative of the bidder. The following exhibits shall be attached, in order, and numbered by the corresponding numeral.

a. Bidder Past Experience and Previous Performance

- 1) Provide summary of past experience in food service, restaurant operation, catering of up to 1000 settings, or other similar operations over the past five (5) years. Operations with fast food, prep-packaged menu items are not acceptable. Describe type of operation and other information to adequately describe experience.
- d. 2) List of primary suppliers over the last three years with letters of Recommendation from five (5) suppliers one of which must be one of the major beer distributors. (Donaghy Sales or Valleywide Beverage)
- 3) Audited, reviewed or compiled Financial Statements (Balance sheet, Income statement, sources and application of funds) for the most current three (3) accounting years and copies of federal income tax returns for same periods. Financial references and Statement of Current Financial Status, verified by a Certified Public Accountant.
- 4) List of current clients Bidder is contracted with and letters of recommendation addressing Bidders performance from at least three (3), two (2) of which must be fairs.
- 5) List and pictures of mobile food trailers that are owned by Bidder and would be available for use during this contract. Must be a minimum of Ten (10) units.

b. Budget

Estimate of annual budget (income and expenses) for this facility operation, which may include, but not limited to wages, promotions/advertising, supplies, insurance, fees, tenant improvements, rent to Fair Association, etc.

c. Menu and Price Structure

- 1) Describe proposed menu, giving emphasis to quality, variety, appropriate to current and anticipated clientele.
- 2) Show how proposed menu is consistent with past experience, especially quality, quantity, variety and type.
- 3) List proposed menu prices and corresponding size, weight, or amount of each item.

d. Current Operation/Management Philosophies and Policies

- 1) Describe management personnel background, education and experience, both off-site and on-site management.
The on-site manager is defined as the day-to-day person employed by the Bidder in charge of the operations at the facility. He/she shall be expected to be well qualified, with prior experience of at least three years in continuous management of the same or similar operation as the operation under this contract.
 - 2) Provide organizational charts or other documents(s) to describe organization structure, including span of control and responsibilities of each position.
 - 3) Provide a copy of current Policy Manual. If the policy manual for this operation differs significantly from current manual, provide details of the difference.
 - 4) Provide a copy of current Safety Policy/Manual. Specifically, provide information regarding workers' compensation, implementation and compliance.
- e. Promotions
Describe types of promotional activities you will conduct, the frequency of those promotions, how they may tie in with Fair Association promotions, and the dollar value of those promotions, and any other pertinent information to explain promotional activities.
- f. Tenant Improvements
Tenant Improvements are major, capital improvements or purchases for the food service area designed to allow opportunities to improve menu quality and variety, improve customer service, or enhance and improve the efficiency of the operation. Tenant Improvements Plan will be evaluated not on the dollar or percentage of gross sales value, but on its value as it relates to improving the menu quality and operation, which in the end should increase gross sales. The specific improvements and the implementation shall be mutually agreed upon by the Fair CEO or Deputy Manager(s) and Bidder and within the Tenant Improvements Plan as proposed by the Bidder.
4. Alterations and Improvements
 - a. Bidder shall make no alterations or improvements to the grandstand exceeding a cost of \$1,000.00 without prior written approval of Fair.
 5. Improvements in Grandstand
 - a. Bidder shall make or cause to be made in the grandstand such improvements as described in Bidder's proposal, at Bidder's sole cost and expense. Plans for proposed improvements shall be submitted to Fair for its approval before any work commences.
 - b. Describe the Tenant Improvements Plan, which should include:
 - 1) The specific improvements anticipated and time schedule;

- 2) How each improvement will improve the menu quality and variety, improve customer service, or improve the efficiency of the food service operation;
- 3) Correlation to increase gross sales, if applicable;
- 4) Provide the estimated cost to implement each item in the plan (for informational purposes only), not a determining factor in scoring.

D. REFERENCES:

The Fair reserves the right to contact any references.

PART VIII

FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Bidder/Contractor Status Form, completed and signed (mandatory)
- Financial Proposal Bid Form, completed and signed (mandatory)
- DVBE Attachments, if applicable.
- Technical Bid Form
- Pending Litigation Statement

B. DOCUMENTS TO BE COMPLETED BY DAA

- Notice of Proposed Award, after proposed award is determined.

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- STD 213
- Scope of Work (Exhibit “A”)
- Budget and Payment Provisions (based on Financial Bid Proposal) (Exhibit “B”)
- DGS General Terms and Conditions (GTC 610) (Exhibit “C”)
- Insurance Requirements Revised 1/1/2023 (Exhibit “D”)

D. MISCELLANEOUS ATTACHMENTS

- Revenue History

**FINANCIAL PROPOSAL BID FORM
 (Page 1 of 3)**

INFORMATION:

The 21st District Agricultural Association, Big Fresno Fair, is seeking proposals from all interested and qualified firms to provide Food, Beverage and Alcoholic Beverage Service for Satellite Wagering Facility/Grandstand, Interim Food Service and Fair time for a Five-year period, 2026 – 2030.

Payment to be made as a percentage (must be a minimum of 31%) of gross receipts (excluding sales tax) is as follows:

1. Proposed offer for SATELLITE WAGERING/GRANDSTAND FACILITY –YEAR ROUND INCLUDING FAIR:

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
A. All Beverage Sales	_____ %	_____ %	_____ %	_____ %	_____ %
B. All Food Sales	_____ %	_____ %	_____ %	_____ %	_____ %

2. Proposed offer for INTERIM FOOD SERVICE (non-catered events):

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
A. All Beverage Sales	_____ %	_____ %	_____ %	_____ %	_____ %
B. All Food Sales	_____ %	_____ %	_____ %	_____ %	_____ %

3. Proposed offer for INTERIM FOOD SERVICE (catered events):

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
A. All Beverage Sales	_____ %	_____ %	_____ %	_____ %	_____ %
B. All Food Sales	_____ %	_____ %	_____ %	_____ %	_____ %

4. Proposed offer for FAIR TIME:

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
A. On-grounds beer sales during the Fair	_____ %	_____ %	_____ %	_____ %	_____ %
B. On-grounds wine sales during the Fair	_____ %	_____ %	_____ %	_____ %	_____ %

FINANCIAL PROPOSAL BID FORM
(Page 2 of 3)

- C. On-grounds premium _____% _____% _____% _____% _____%
beer sales (all bottled beer and malt liquor products excluding keg beer, wine and margaritas)

- D. On-grounds distilled spirits _____% _____% _____% _____% _____%
(i.e., margaritas)

- E. On-grounds catered parties _____% _____% _____% _____% _____%
(i.e., Turf Club) Must be a minimum of 15% of gross receipts, excluding sales tax.

CAPITOL IMPROVEMENTS

Proposed capital improvement investment: _____ Total

Amount per year: 2026 _____
 2027 _____
 2028 _____
 2029 _____
 2030 _____

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

FIRM NAME

TELEPHONE NUMBER

ADDRESS

CITY/STATE/ZIP

TAXPAYER IDENTIFICATION NUMBER

FINANCIAL PROPOSAL BID FORM
(Page 3 of 3)

Bidder certifies to the DAA that bidder has thoroughly familiarized self with the DAA facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this proposal form, the bidder certifies that he/she has read and understood the RFP 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 DAA in any manner.

SIGNATURE

TITLE

BIDDER/CONTRACTOR STATUS FORM
Page 1 of 2

Contractor's Name _____ County _____
(full business name)

Address _____ Federal Employer ID# _____

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

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: _____

BIDDER/CONTRACTOR STATUS FORM

Page 2 of 2

All must answer:

Are you subject to Federal Backup Withholding? Yes No

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 IFB? Yes No

If yes, the bidder must submit OSD's Small Business/Disabled Veteran Business Enterprises 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, number, agency or court where pending and status of litigation or hearing:

DAA reserves the right to verify the information provided on this form by the bidder during the RFP 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)

(Signature)

(Date)

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

PENDING LITIGATION STATEMENT

By signing the “Technical Bid Form”, Bidder declares under penalty of perjury under the laws of the State of California that no civil or criminal litigation is currently pending against the organization, owners, officers or employees of Bidder except:

TECHNICAL BID FORM

BIDDER'S NAME:

FAIR:

The undersigned declares under penalty under the laws of the State of California that the matters set forth in this "Technical Bid Form" and all attachments thereto and enclosures therewith, if any, are true.

The undersigned hereby bids and agrees to furnish all food service, equipment, apparatus, labor, supplies, and other facilities and incidentals necessary and/or required to perform all work required for the above-named Fair in the manner and time prescribed in the RFP and such addenda thereto as may be issued prior to bid opening date (please complete acknowledgements of receipts below) and all other contract documents as defined in the Rental Agreement. Bidder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following:

Addenda No. #1 Bidder's initials _____
Received and acknowledged

Addenda No. #2 Bidder's initials _____
Received and acknowledged

Addenda No. #3 Bidder's initials _____
Received and acknowledged

Each "Technical Bid Form" submitted shall include the items below:

- 1. All attachments appropriately numbered**
- 2. A pending Litigation Statement**
- 3. Other**

EXHIBIT "C"

General Terms and Conditions (GTC 04/2017)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. 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.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code

Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).

EXHIBIT "D"

California Fair Services Authority INSURANCE REQUIREMENTS (revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 1. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup

(ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- a. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- b. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law
- c. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- d. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- b. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- c. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- d. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services

Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times

insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is

received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

1. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
2. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
3. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fair time Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form