



February 4, 2026

TO: PROSPECTIVE CONTRACTORS

SUBJECT: UNIFORMED SECURITY SERVICES FOR INTERIM RENTAL USAGE, FAIR
TIME AND YEAR-ROUND GROUNDS SECURITY SERVICES
RFP #26-001
A One Year Period (2026)
With Four One Year Options (2027, 2028, 2029 & 2030)

The 21st District Agricultural Association, Big Fresno Fair, is re-issuing this Request for Proposals (RFP) to award a contract for the purpose of providing Uniformed Security Services for Interim Rental Usage, Fair Time and Year-Round Grounds Security Services for A One Year Period (2026) with Four One Year Options (2027, 2028, 2029 & 2030).

Bid specifications and instructions for submitting them are enclosed. Sealed bids will be received on or before 2 p.m., March 13, 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



**21st DISTRICT AGRICULTURAL ASSOCIATION
BIG FRESNO FAIR**

**RFP FOR
UNIFORMED SECURITY SERVICES
FOR INTERIM RENTAL USAGE, FAIR TIME AND
YEAR-ROUND GROUNDS SECURITY SERVICES**

**RFP NUMBER #26-001
A TWO-TIER RFP PACKAGE**

**A ONE YEAR PERIOD (2026)
WITH FOUR ONE YEAR OPTIONS
(2027, 2028, 2029 & 2030)**

Contact Person:

Christina Estrada, Chief Executive Officer

This person is the only authorized person designated by the Fair to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Any questions regarding the RFP must be submitted via email to cestrada@fresnofair.com. Oral communication from Fair staff concerning the RFP shall not be binding on the DAA and shall in no way excuse the respondent of obligations as set forth in the RFP.

Date Issued:

February 4, 2026

PART I: DEFINITIONS

RESPONDER	The company, organization, or business entity submitting the proposal in response to the RFP.
CONTRACTOR	The company, organization, or business entity selected to serve as Uniformed Security Services.
DAA	Refers to the District Agricultural Association which is a State agency of the State of California and is not a local agency of government. Also referred to as the "District".
F&E	Refers to the Fairs and Expositions Branch, Department of Food and Agriculture, which is a branch of the agency of the State of California overseeing the activities of District Agricultural Associations, County and Citrus Fruit Fairs. F&E's physical and mailing address: 1220 N Street Sacramento, CA 95814
EVALUATION & SELECTION COMMITTEE	Hereinafter referred to as "Committee" chosen by the Fair to evaluate and score proposal in response to the Request for Proposal.
FORMAT	Refers to both the arrangement of requested information and statements, as well as the packaging and labeling of the proposal. Failure to use the requested format required for submitting the proposals will be deemed not responsive. Use of the requested format is the respondent's first chance to demonstrate the ability to follow directions.
RFP	Request for Proposals
RESPONSIVE	Proposals that are timely and meet the proper format required for the submittal of the proposal and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

PART II: GENERAL INFORMATION

A. PURPOSE

The Board of Directors of the 21st District Agricultural Association (DAA) in releasing this RFP intends to award a contract for Uniformed Security Services for Interim Rental Usage, Fair Time and Year-Round Grounds Security Services for a one-year period (2026) with four, one-year renewal options (2027-2030) based on performance. The District, in its sole and exclusive discretion, may exercise the renewal options. The District's exercise of the options to extend the Uniformed Security Services contract may include or require renegotiation of all or part of the Scope of Work outlined in the RFP.

B. RESPONDENT RESPONSIBILITY

Read the documents very carefully as the District shall not be responsible for errors and omissions on the part of the Respondent. Carefully review the final submittal as Committee reviewers will not make interpretations or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS AND CONTACT PERSON FOR INFORMATION

Proposals must be physically received before the closing time and at the place stated below, in the format specified below and as more specifically described in Part VI, Section B Mandatory Format & Content. Failure to submit the proposal on time shall result in an automatic rejection. Failure to meet any of the below requirements or any of those identified in Part III, Section A, Paragraph 4 "Grounds for Rejection of the Proposal", may result in a rejection or a reduction of points during the scoring process.

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

- One sealed package containing three (3) copies of the Technical Proposal and labeled with the Responder's name, the RFP number, and "Technical Proposal". (For additional details, see Part VI), Mandatory Format and Content Requirements.)
- One sealed package containing three (3) copies, all with original signatures, of the financial proposal bid form labeled "Financial Proposal Bid Form". (For additional details, see Part VI), Mandatory Format and Content Requirements
- Both sealed packages must be placed in a third package with the responder's name on the outside, sealed and labeled as follows:

RFP# 26-001 - Uniformed Security Services
Christina Estrada, CEO
21st District Agricultural Association, The Big Fresno Fair
1121 S. Chance Avenue, Fresno, CA 93702

Direct questions concerning the RFP must be submitted via email to Christina Estrada at cestrada@fresnofair.com. Please do not attempt to contact any other person regarding this RFP.

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part II, Section C, then each Responder's Technical Proposal will be evaluated and scored by the Committee utilizing the score sheet in Part V, Evaluation Selection and Scoring Process. Proposals scoring the required minimum number of points (85) or more will be considered "passing", and progress to the second tier. Subsequently, the "Financial Proposal Bid Form" accompanying all passing technical proposals will be opened and Small Business Preference given where applicable.

If a contract is awarded, it shall be granted to the passing responsible bidder who submits the lowest financial proposal. Prior to the awarding of the contract, the Fair 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. Upon the expiration of the five-day posting period (close of business on the fifth working day), if no protest has been filed, the contract is awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been withdrawn by the bidder or rejected by the District Board.

E. TENTATIVE SCHEDULE

RFP Released	February 4, 2026*
Proposals due at DAA's Administration Office No later than 2 p.m.	March 13, 2026
Interviews, if necessary to clarify proposal- questions by DAA (interviews are not public, but may be recorded)	March 16- 20, 2026*
Financial Offers Opened	At the conclusion of scoring of Tier 1, Technical Proposal
Contract Award	March 24, 2026
Notice of Proposed award posted and mailed	March 24 - 30, 2026
Final Award, No protest may be filed after this time	March 31, 2026**
Proposed contract commences	May 1, 2026, or upon cancellation of current contract.

* These dates and times may only be changed with written notice

** As of this date, proposed award is public information, obtainable by phone call To the Fair Office.

F. SMALL BUSINESS PREFERENCE

State law allows *certified* small business (SB) and microbusiness (MB) firms and non-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

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 and DVBE Services (OSDS) ATTN: BDD Unit
707 3rd Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

G. RESPONDER/CONTRACTOR STATUS FORM

All *Responders* must complete, sign and submit the form in response to the RFP. Failure to do so will result in automatic rejection of the proposal. The District reserves the right to verify the information on the "**Responder/Contractor Status Form**" at the time of the proposal. If the Responder 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 partnership.

H. 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."

Please see Exhibit B for further insurance requirements.

I. 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 to not include the DVBE Program Requirements for this solicitation and does not include any incentive.

J. HISTORY AND GENERAL BACKGROUND INFORMATION:

FAIRTIME

Tentative Big Fresno Fair Dates for the next three years include:

- October 7-18, 2026
- October 6-17, 2027
- October 4-15, 2028
- 2029 & 2030 TBD

The 21st District Agricultural Association reserves the right to change the date(s) and hours of any or all of the above event dates with a ninety (90) day written notice to contractor. (Includes length and start/end dates).

The 2024 interim rental, fair-time and year rounds security services rates for guards/event staff/gate monitoring personnel was \$31.00/hour for regular all uniformed guard staff and \$38.00/hour for armed guards

THE BID SHALL BE ON AN HOURLY BASIS. THERE SHALL BE NO ADDITIONAL CHARGES WITHOUT AN AMENDMENT TO THE AGREEMENT SIGNED BY BOTH PARTIES.

PART III: RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omissions, or other errors in this RFP, he shall immediately notify the Fair of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Modifications by the fair, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

Clarifications by the fair, if issued, will be given by written notice to all parties to whom the fair had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

2. Addendum

If necessary, the fair will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum 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.

3. 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.

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

4. Grounds for Rejection of the Proposal

A proposal ***shall*** be rejected if:

It is received at any time after the exact time and date set for receipt of bids as stated in Part II.

The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal ***may*** be rejected if:

It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.

It contains false or misleading statements or references that do not support attributes or conditions contended by the bidder. (The proposal ***shall*** be rejected if, in the opinion of the fair, such information was intended to mislead the fair in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)

It is unsigned.

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. However, the fair reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

6. **BID PROTESTS (Public Contact Code, Section 10341 to 10345)**

1. Protest Procedures:

a. Standing and Grounds for Protests:

- (1) Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation).
- (2) All protests will be reviewed and decided on written submissions only.
- (3) Protests must be based only upon one or more of the following grounds:
 - The District violated a law or regulation; or
 - The District failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.

b. Jurisdiction for Consideration of Protests: There is no jurisdiction to consider a protest if:

- (1) The District rejects all bids or proposals.
- (2) The protestant does not meet the requirements of paragraph 1.a. above.
- (3) The protest was not timely submitted.
- (4) The contract award is for a type of contract not subject to the protest procedures.

c. Procedural Requirements for Protests:

A bidder may file a protest challenging the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, West Sacramento, CA 95605/P.O. Box 989053, West Sacramento, CA 95798, Attention: Legal Office **and** with the DAA. The protest must be received prior to the expiration of the five working days from the notice of the proposed award being posted. And, in no event, received later than 4:30 PM on the fifth working day after the Notice of Proposed Award was posted in a public place at the District's Administrative Office.

In Addition, within five (5) working days after filing the protest, the protesting bidder shall file with the District and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE: Failure to file (1) notice of protest by the conclusion of the fifth working day after the notice of intention to award a contract has been posted and, (2) a complete detailed written statement within five calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest being waived. Protests shall be limited to the grounds contained in Public Contract Code 10345.

B. OTHER INFORMATION

1. **Disposition of Proposals**

All materials submitted in response to this RFP would become the property of the fair. All proposals, evaluations and scoring sheets will be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award.

2. **Confidentiality of Proposals**

The fair 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.

3. **Modification or Withdrawal of Proposals**

Any proposal which is received by the fair 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 in Part II.

A responder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and cost estimates are valid for 60 days" is non-responsive to the RFP and shall on that basis be rejected.

PART IV STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

The 21st District Agricultural Association, Big Fresno Fair, is seeking highly qualified Uniformed Security Services. The Big Fresno Fair has security needs that are typical of many fairs and festivals. The need for qualified and well-trained security at our events is imperative. The Work Statement describes the work to be performed by the Responder who is awarded the contract, and the Terms and Conditions shall be deemed to be incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to the RFP will also contain the Standard Contract Terms and Conditions and will be incorporated and made part of the contract. All terms and conditions are fixed and non-negotiable.

The Big Fresno Fair/Fairgrounds has security needs that are typical of many fairs and festivals. The need for qualified and well-trained security at our events is imperative.

The Big Fresno Fair reserves the right to make multiple awards. In unique circumstances for essential services, which security is, the first ranked bidder shall be selected as the primary, and then the second ranked bidder shall be selected as the backup vendor in order of next best cost/score rankings. If at any time, the primary security company is unable to meet the DAA's security staffing needs, during either fair or interim events, the secondary bidder will be used. Awarded bidders will report to a Security Manager.

All Responders must agree to and meet the following requirements for any part of the services as required by the 21st District Agricultural Association:

- A. Must be currently licensed by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services and have a valid "Guard Card" in their possession during duty hours, which means they have met the State requirements in Powers of Arrest Training pursuant to Section 7514.11 of the Business and Professions Code.
- B. Provide concrete management philosophies, practices, and policies that shall be used to ensure professional personnel actions during execution of the contracts.
- C. Security Management and Security staff shall operate in a manner that enhances the Fair in the eyes of its patrons and must be of reasonable intelligence and capable of interacting with the public in a firm yet pleasant and dignified manner.
- D. All Responders must provide assurance of access to adequate number of trained personnel, and that all personnel will have current licenses and adequate training required to perform duties on behalf of the Bidder. Typical positions include Security Guards, Armed Guards, Supervisors.
- E. Responders agrees to provide uniformed security services for all security services at the 21st District Agricultural Association. Uniformed security is defined as a button up officer shirt with security patches on both sleeves as well as a badge on the left breast. Polos shirts are discouraged and may only be used with approval for specially designated events.

- F. Must wear a security uniform in accordance with Fresno City Municipal Code: https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeld=MUCOFR_CH9REREBUPECO_ART12PRPA_S9-1205REPE
- G. Must maintain your person and uniform as well as possible. Any security personnel reporting to work in an unacceptable uniform, not presenting a neat, clean and well-groomed appearance will be dismissed from work detail at no cost to the District regardless of the number of hours worked prior to dismissal.
- H. Must work closely with the Fresno City Police Department and the District.
- I. Contractor to comply/adhere to all city, county, state and federal rules, regulations and permits.
- J. Contractor will work under the direction of the District's CEO and/or her designee.
- K. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.
- L. Contractors 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 of California.
- M. No alterations or variations to the terms of the contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- N. Without written consent of the State, this agreement is not assignable by contractor either in whole or part.
- O. No sub-contracted labor shall be permitted for the term of this contract.
- P. For a multi-year contract, quality of performance is expected to improve, or at a minimum stay the same. Contract may be terminated by poor or lack of coverage on performance.
- Q. Contract is responsible for completing Incident Reports and providing copies to Fair Management within 24 hours of incident.
- R. At all times during the contract period, care shall be used that is reasonable and prudent to ensure safety of the Fair, its staff, and all patrons.
- S. Contractor shall ensure that its actions cannot be judged negligent in any way.

- T. Contractor's staff shall not ever bring a firearm to facility unless requested by management to fill a certain post.

- U. The Fair reserves the right to reject the services of any guard utilized, if in the Fair Management's opinion, said guard is not fit, properly uniformed, or properly trained for duty. Additionally, Fair Management may also request that any security guard deemed detrimental to the intent of the contract be removed. It will be the responsibility of the contractor to comply with the request and immediately provide a replacement security officer.

All Security Staff must agree to and meet the following requirements while working any part of the services as required by the 21st District Agricultural Association:

1. Security will deter criminal attacks against persons and property to assure public safety.
2. Security Officers shall ensure that fairground rules and regulations are adhered to when necessary.
3. If a post position is necessary, Security Officers shall attend to post at all times unless emergency conditions dictate vacating post.
4. All Security Officers utilized for patrol on the Big Fresno Fairgrounds must meet the following minimum requirements:
 - a) A registered employee of the private patrol operator.
 - b) Be courteous and friendly.
 - c) Be sincere and of good character.
 - d) Do not bluster or be over officious.
 - e) Do not indulge in abusive oratory or display personal vindictiveness.
 - f) Give assistance willingly and cheerfully.
 - g) Be familiar with city locations and points of interest as well as attractions, buildings, gates, etc. on the fairgrounds.
 - h) All security officers shall smoke and use their cell phones for personal calls during their breaks and lunches only! Never at their posts.

1. INTERIM RENTAL EVENTS/USAGE SECURITY SERVICES:

Contractor agrees to furnish uniformed security for Interim Rental Usage for the entire calendar year of Fairground Facilities for the 21st District Agricultural Association, Big Fresno Fair. Interim Rental Usage Security Services will begin May 1, 2026, thru December 31, 2026, with number of security guards ranging from one to approximately twenty-five and could consist of approximately two to three thousand man-hours per year.

The bid shall be on a cost per man-hour basis and paid upon conclusion of each interim rental event. Billings for weekend events must be received in our office no later than 12 Noon, Tuesday, following the event.

Contractor to provide an itemized invoice of the hours worked, as ordered by Fair Management, by event, day, location, and shift times worked at the end of each event. All invoices are due to be payable within 30 days.

- a. Security Officers will provide assistance to the renter using fairground facilities.
- b. Security Officers shall patrol both building interior and Perimeter on a regular basis in order to ensure protection to persons and property.
- c. Security Officers shall provide crowd and traffic control when necessary.
- d. Security Officers shall wand attendants as requested by management: bidder/contractor must provide wands.

Contractor agrees to comply with staffing schedule provided for each event by Fair Management. All gates, buildings, and parking lots are to be guarded as per the schedule and shall not be unattended at any time during the scheduled period. Fair Management reserves the right to change schedule and hour at any time during the contract period.

2. FAIR TIME SECURITY SERVICES:

Contractor agrees to furnish uniformed security services for the 21st District Agricultural Association, Big Fresno Fair for a one-year period (2026) with four, one-year renewal options (2027-2030) based on performance., October 7-18, 2026, October 6-17, 2027, and October 4-17, 2028. Dates for the 2029 & 2030 Fair are to be determined. Number of security guards could range from ten to fifty-five and could run over two-thousand-man hours for fair time security services.

- a. The bid shall be on a cost per man-hour basis and paid upon conclusion of the Fair each year.
- b. Security Officers will include but not be limited to Parking Lots, Gates, Museums, RV Lots, VIP Suite, specific stages, Fur & Feathers, Animal Birthing Center, Paul Paul Theater, Cantina, Ivy Bar, Grandstand, Loading Dock, Money Room, Park Area, Luxury Deck, Infield Party Area and Livestock Barn, and any other locations on the fairgrounds as required.
- c. For concerts in the Paul Paul Theater, a minimum of 15 guards will be required. Some of the shifts may be reduced or adjusted should the concert not be well attended.
- d. Contractor agrees to comply with staffing schedule provided annually by Fair Management for the annual Fair. All gates and parking lots are to be guarded as per the schedule and shall not be unattended at any time during the scheduled period. Fair Management reserves the right to change schedule and hour at any time during the contract period.
- e. Contractor shall provide a list of all scheduled employees (Including names, CA Guard Card Certification Number, and Date of Birth of employee at least fourteen (14) days prior to Fair.
- f. There shall always be one supervisor on grounds who will act as the point of contact for Fair Management and Local Law Enforcement.
- g. The Security firm must supply adequate supervision and ensure that a qualified officer is always on duty; maintain activity logs of personnel work schedules, dates, times and types of relevant activities.

- h. Contractor shall provide an operational two-way communication system of radios that must be supplied at all times for each guard on staff at assigned positions, as well as a radio for Fair Management and Law Enforcement, and First Aid for adequate communications.
- i. For concerts in the Paul Paul Theater, the use of headsets and hand-mics may be required.
- j. Contractor shall provide a minimum of 14 hand wands to be used each day of the Fair at the Butler, Chance, Cesear Chavez and Infield Gates.
- k. No firearms will be carried by any security personnel on duty, unless the positions are specified as an Armed Guard position.
- l. Contractor must agree to meet with the Fair CEO and representatives of the local law enforcement on dates(s) designated by the Fair CEO prior to the Big Fresno Fair.
- m. Contractor is responsible for working with law enforcement in the properly care for and assist lost children to the Lost Children Gingerbread House.
- n. Golf carts, bikes, scooters or other devices to assist with patrols must be provided by the contractor. The DAA will not be providing any transportation devices to the contractor.
- o. Contractor must provide their own office space for the administration of the Fair contract.
- p. Contractor to provide an itemized invoice for the hours worked as ordered by Fair Management, by event, day, location, and shift times worked at the end of each event. All invoices are due to be payable within 30 days.

Invoice for the annual Fair will be in two payments. The first invoice covers the first half of the fair and the last invoice covers the last half of the fair. Fair Management will pay out 80% of total invoice received until all hours worked have been verified by Fair Management. Once verified, the remaining balance will be paid to contractor.

3. YEAR-ROUND GROUNDS SECURITY SERVICES:

The contractor agrees to furnish uniformed security for Year-Round Grounds Security for the 21st District Agricultural Association, Big Fresno Fairgrounds. Year-Round Grounds Security Services will begin May 1, 2026, thru December 31, 2026, with number of security guards ranging from one to approximately twenty-five and could consist of approximately two to three thousand man-hours per year.

Security services shall include the Big Fresno Fair Simulcast Facility, Gates, and other additional posts and duties as required.

- a. Security officers shall monitor all gates and grounds
- b. Security officers shall staff the Simulcast Wagering Facility

- 4. FOR EVENTS THAT REQUIRE AN ARMED GUARD, BIDDER/CONTRACTOR MUST AGREE TO AND MEET THE FOLLOWING REQUIREMENTS FOR ANY PART OF THE SERVICES AS REQUIRED BY THE 21ST DISTRICT AGRICULTURAL ASSOCIATION:**
- a. List the number of personnel who have successfully completed a Firearms Training Course from a designated State School on Firearms Instructions, including range training.
 - b. Upon specific request of the Association, be equipped with a handgun with a barrel length no less than four (4) inches nor more than six (6) inches. Handgun may be a 38-caliber revolver or 9 mm automatic. Ammunition used must be of a type approved by the Fresno Police Department Range Officer.

PART V EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the fair's needs as described in the RFP. This part describes the process the fair will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Committee. The bidder cannot change proposals after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:
 - submittal (receipt) was by the deadline time and date; and
 - the physical format requirements were met.

This is not a public review.

2. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - review of the technical proposal,
 - confirmation that the information is presented in the format required by the RFP, and
 - all required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

This is not a public review.

3. The Fair reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two and assign points for technical proposal. The minimum score to pass the Technical Review is 85 points.

This is not a public review.
5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

This is not a public review.
6. To obtain the average score for each responder, the total points of ***each*** reviewer will be added up for that responder and the result divided by the number of people on the Committee. This score is then used to determine if the responder has the minimum number of points (85) to qualify for the second tier.

7. The “Financial Proposal Bid Form” of those responsible qualified responders achieving the required minimum 85 points will then be opened. Certified Small Business responders shall be granted a preference of 5% (see Small Business Preference information in Part II).
8. Selection of the bidder is based on the financial proposal bid form of the qualifying technical proposals as described in Part II.
9. In the event of a tie in determining the successful responder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of tied bidders.
10. All responders will be notified of the results.

B. SCORING PROCESS

Responders will be scored on their Technical Proposal by the criteria listed below. The highest score (calculated as described on Page 18) will be awarded the contract upon Board approval.

Certified small business responders, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five (5%) percent on score. The following information must be provided in order for the RFP to be scored. Be as detailed as possible, but succinct in the descriptions.

SCORING PROCESS, CRITERIA AND ITEMS TO BE SCORED

Bidders receiving a score of 85 Points or more out of 100 Points 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.*

ITEMS TO BE SCORED:

SCORE SHEET TO BE USED

(100 Total Points Possible)

A. EXPERIENCE AND PREVIOUS PERFORMANCE FOR FAIRTIME (25 Points Available)

- 1. Summary of experience in the same or similar operation over the past 5 years with years of provided service listed. 12 _____
- 2. List of 3-5 references with letters of recommendation pertaining to security performance and experience with Fairs and/or large events similar to Fairs. At least 1 letter shall be from a previously contracted fair or government agency. All letters must be signed and printed on references letterhead. 13 _____

TOTAL SCORE FOR EXPERIENCE AND PREVIOUS PERFORMANCE FOR FAIRTIME: _____

B. EXPERIENCE AND PREVIOUS PERFORMANCE FOR INTERIM EVENTS (25 Points Available)

- 1. Summary of experience working on smaller, multi-cultural events (1-3 days) over the past 5 years with years of provided service listed. May not include fairs. 12 _____
- 2. List of 3-5 references with letters of recommendation pertaining to security performance and experience with smaller, interim events, not including Fairs At least 1 letter shall be from a previously contracted fair or government agency. All letters must be signed and printed references letterhead. 13 _____

TOTAL SCORE FOR EXPERIENCE AND PREVIOUS PERFORMANCE FOR FAIRTIME: _____

C. CURRENT OPERATION/MANAGEMENT PHILOSOPHIES AND POLICIES (30 Points Available)

- | | | | |
|----|--|---|-------|
| 1. | Copy of personnel manual and applicable policies or statement of same. Manual must also contain crowd psychology and control, emergency evacuation, gang control and intervention techniques, legal complaint procedures and procedures for contacting Fresno Police Department Personnel. | 6 | ----- |
| 2. | Company organizational structure identifying those individuals who would be in charge of the Fair account. | 6 | ----- |
| 3. | Statements relative to public relations, handling of fair customers. | 6 | ----- |
| 4. | Summary of experience in hiring and overseeing a staff of 60 or more employees. Include hiring practice, training given, pictures of required staff uniforms, etc. | 6 | ----- |
| 5. | Copies of various reporting forms that are used by contractor such as accident reports, incident reports, first aid reports, loss/theft/damage and lost and found. | 6 | ----- |

TOTAL SCORE FOR CURRENT OPERATION/MANAGEMENT PHILOSOPHIES AND POLICIES _____

D. COMPLIANCE WITH RFP (20 Points Available)

- | | | | |
|----|---|---|-------|
| 1. | Follow format | 5 | ----- |
| 2. | Information presented in order and manner requested | 5 | ----- |
| 3. | All questions answered | 5 | ----- |
| 4. | All requested data supplied | 5 | ----- |

TOTAL SCORE FOR COMPLIANCE WITH RFP: _____

TOTAL POINTS: _____

PART VI: MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

This part provides instructions to the Responder regarding the mandatory proposal format and content requirements. The Responder must remember that:

1. All proposals submitted must follow the proposal format instructions.
2. All information must be presented in the order and the manner requested.
3. All questions must be answered; and
4. All requested data must be supplied.

Proposals not following the required format will be deemed non-responsive and will be rejected.

B. PROPOSAL FORMAT AND CONTENT

Proposal must be prepared as three (3) separate hard copy documents placed in (2) separate sealed packages; both sealed packages are inserted into a third package All packages need to be clearly labeled in the manner described in Part II.

Technical Proposal

Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at the bottom, starting with number 1; all pages should be 8.5" x 11" paper; and all narrative portions of the proposal should be typed and a font of at minimum 11 pt. Where possible, bullet information so it is easily reviewable by the Committee. Provide detailed yet succinct information.

The first page of the technical proposal must be a signed cover letter on the letterhead of the responder and contain the following statement verbatim:

Submission of this proposal signifies all terms, conditions, requirements, protests, procedures, performance measures and instructions concerning the award of the RFP to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the Responding Agency that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of the proposal. And further, Responder agrees that if the submitted proposal is not in the format of the RFP, the Responder's proposal will be deemed non-responsive.

The person's name must be printed clearly below the signature line and then signed on the signature line and dated. If Responder fails to submit this document and it is not signed and dated, the proposal will be rejected as non-responsive.

Section I

1. Cover letter as described above
2. Table of Contents
3. Three (3) completed, dated and signed "Bidder/Contractor Status Form
4. Three (3) copies of the "OSBCR Small Business Certification Approval Letter", if bidder is claiming the small business preference and has already received certification letter.
5. Bidder must supply current proof of general liability, automobiles, and workers compensation insurance as described in Part II, Section H.
6. Bidder must provide all information/documentation requested in Part VI, Section B.
7. Attach a minimum of three (3) client references with letters of recommendation, complete with name, address and telephone number.
8. Complete the attached "Security Company Questionnaire".

Section II - Information to be provided by proposer

1. Complete attached "Financial Proposal Bid Form" which must be completed and signed by authorized representative. Place this form in a separate sealed envelope.

PART VII FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Responder/Contractor Status Form, completed and signed
- Financial Proposal Bid Form, completed and signed
- Technical Bid Form
- Completed and Signed "Outstanding Judgment or Pending Litigation Form"
- Security Company Questionnaire

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

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

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

- Std. 210 (short form) or Std. 213 (standard agreement)
- General Terms and Conditions (GTC 04/2017) (Exhibit "A")
- CFSA Insurance Requirements (revised January 2023) (Exhibit "B")

RESPONDER/CONTRACTOR STATUS FORM
Page 1 of 2

Contractors 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: _____

RESPONDER/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 RFP? Yes No

If yes, the responder must submit OSD's Small Business Certification Approval Letter; or if claiming the preference as a non-small business subcontracting with SB/MB(s), list the small business subcontractors. Also include the sub-contractor's certification or indicate if applications(s) are on file.

Your small business ID number: _____

Pending Litigation or Hearings

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

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

The 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 responder's response to the RFP, the bid will be rejected as non-responsive.

TECHNICAL BID FORM

RESPONDER'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 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 Standard Agreement. Responder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following:

Addenda No. _____ Responder's initials _____ Received
and acknowledged

Addenda No. _____ Responder's initials _____ Received
and acknowledged

Addenda No. _____ Responder's initials _____ Received
and acknowledged

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

1. All attachments appropriately numbered
2. Other

Name: _____

Date: _____

**OUTSTANDING JUDGMENT OR
PENDING LITIGATION FORM**

The purpose of this form is to determine if there are any legal and binding judgments against the responder (its company or any of its executive officers). If that judgment occurred from previous business dealings with one of California’s Agricultural Associations or State Fairs, the company and/or its officers would be deemed non-responsive and not suitable for future business dealings with a California Agricultural Association, as in the 21st District, The Big Fresno Fair.

In addition, it is important to The Big Fresno Fair that any pending litigation involving any of California’s Agricultural Associations, as well as other State of Civic entities, be disclosed as part of this RFP package. For the purpose of this Form, “Pending Litigation” shall be defined as any lawsuit that has not been decided or settled or is awaiting conclusion or confirmation.

By signing this “Outstanding Judgment or Pending Litigation Form”, the responder declares under penalty of perjury under the laws of the State of California that no civil, criminal or administrative litigation is currently pending against the responder’s company or officers, except where noted below:

Except with the information listed above, by signature on this Form the responder certifies that there are no outstanding judgments or pending litigation against the responder’s company or any of its executive officers.

Company Name

Print Name & Title

Signature

Date

SECURITY COMPANY QUESTIONNAIRE
(To be completed and returned with bid document)

Contractor's Name: _____

The following questions must be answered and returned with your bid document in order to qualify for the Fair Time security contract. (Use separate sheet(s) of paper if needed). If all questions are not answered, or the information given cannot be verified, the bid will be disqualified.

1. Provide the name and address of the bank(s) your company currently does business with.
2. Name of company who carries your workers compensation insurance and policy number; name of company who carries your liability insurance and policy number.
3. If an insurance company has ever cancelled your insurance policy, give name of company and reason for cancellation.
4. State License No: _____
Years in Business: _____
Years of Security Experience: _____
5. List any circumstances, occurrences, or conditions resulting in accident or injury, any damages to property, including loss of use thereof, and any job complaint or controversy regardless of amount of allegation of discrimination, which may result in the making of a claim against your company or any court action which you are the defendant or plaintiff in this country or jurisdiction that your company does business with, past or present.
6. Number of Guards _____
Armed _____ Unarmed _____ Plain Clothes _____ Investigators _____
7. Are all armed personnel certified for firearms? Explain in full detail any on-going training provided in the use/safety of firearms.
8. Explain in detail Guard/Investigator Training and Standards.
9. Do you have written authorization from your employees to: (a) test for controlled substances/alcohol; and (b) conduct polygraph tests?
10. Explain in detail responding company's procedures for conducting verification of employee's background.

11. No sub-contracted labor shall be permitted for the duration of this contract.
12. In servicing this contract, your guards must possess the ability to clearly speak, read, and write the English language.
13. Please submit documented proof that your officers are trained and have a working knowledge in crowd control and traffic control, riot conditions and procedures, gang identification, bomb threat procedures, a basic understanding of Penal Code, Vehicle Code, Municipal Code and Business/Professional Code.

FINANCIAL PROPOSAL BID FORM
(Page 1 of 5)

INFORMATION: Bids are being accepted from firms to furnish uniformed security services for the 21st District Agricultural Association, Big Fresno Fair for Interim Rental Usage, Fair Time and Year-Round Grounds, for a one-year period (2026), with four one-year options (2027, 2028, 2029, & 2030) Fair Dates are as follows: October 7-18, 2026, and October 6-17, 2027, October 4-15, 2028, and dates for years 2029 & 2030 to be determined. The 2025 Fair Time Security schedule is attached as a reference.

Proposals will be accepted on a cost per man-hour basis and needs for security services will range from one guard to more than fifty-five guards for Year-Round Grounds and Fair Time, and will range from one guard to twenty-five guards and could consist of approximately two-to-three-thousand-man hours per year for Interim Rental Usage, which will begin May 1, 2026 thru December 31, 2026

PROPOSAL FOR INTERIM RENTAL USAGE, FAIR TIME AND YEAR-ROUND GROUNDS:

2026 Year – Interim Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2026 Year – Fair Time Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2026 Year – Year-Round Grounds Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

FINANCIAL PROPOSAL BID FORM
(Page 2 of 5)

2027 Optional Year – Interim Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2027 Optional Year – Fair Time Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2027 Optional Year – Year-Round Grounds Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2028 Optional Year – Interim Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2028 Optional Year – Fair Time Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

FINANCIAL PROPOSAL BID FORM
(Page 3 of 5)

2028 Optional Year - Year-Round Grounds Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2029 Optional Year - Interim Year Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2029 Optional Year - Fair Time Year Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2029 Optional Year - Year Round Grounds Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2030 Optional Year - Interim Year Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

FINANCIAL PROPOSAL BID FORM
(Page 4 of 5)

2030 Optional Year – Fair Time Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

2030 Optional Year - Year Round Grounds Contract

Event Staff \$_____ per staff per hour
Unarmed Guard \$_____ per staff per hour
Supervisor \$_____ per staff per hour
Armed Guard \$_____ per staff per hour

Responder is expected and responsible for scheduling security so as not to incur overtime charges. Any overtime incurred will be the responsibility of the Contractor unless otherwise negotiated.

ANY ADDITIONAL COSTS_____

***OVERTIME CHARGES WILL NOT BE PAID BY DAA. BIDDER IS RESPONSIBLE FOR SCHEDULING SECURITY AS NOT TO INCUR OVERTIME CHARGES.**

Staffing levels are approximate for purposes of bidding and providing a good faith estimate of work to be performed. Actual scheduled hours and staff requirements will be determined by the DAA in consultation with the winning bidder based upon the security goals of the DAA and local law enforcement.

ARE YOU CLAIMING PREFERENCE AS SMALL BUSINESS: ____YES ____NO

IF YES, SMALL BUSINESS SUPPLIER ID# _____

If yes, the bidder must submit OSMB’s Small Business Certification Approval Letter with the technical proposal package.

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

FINANCIAL PROPOSAL BID FORM
(Page 5 of 5)

FIRM NAME (Please Print)

TELEPHONE NUMBER

ADDRESS

CITY/ZIP CODE

TAXPAYER ID NUMBER

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, this 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.

Bidder guarantees by its signature on this proposal form, that this financial proposal is valid for at least 60 days.

SIGNATURE

TITLE

DATE

PRINT NAME OF AUTHORIZED BIDDER

EXHIBIT "A"

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 "B"

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