

To: Interested Security Firms

From: Dana Stoehr, Chief Executive Officer (CEO)

Re: Security Service Proposal for the San Mateo County Event Center

## **REQUEST FOR PROPOSAL**

Proposals are being accepted from firms to provide exclusive security services for the 2022-2023 San Mateo County Fair, San Mateo Jockey Club Satellite Wagering Facility and become a preferred vendor for other events held at the San Mateo County Event Center, located at 2495 S. Delaware Street. Contract term will be for a period of two (2) years. Contract will commence on Dec 1<sup>st</sup>, 2021.

Sealed proposals will be received at the San Mateo County Exposition and Fair Association, Administration Office, located at 2495 S. Delaware Street, San Mateo, California 94403, no later than 4:00 p.m. on Nov 8<sup>th</sup>, 2021.

Proposals received later than 4:00 p.m. on Nov 8<sup>th</sup>, 2021, will not be accepted.

The exclusive security services contract will be awarded to the overall most qualified firm that can provide security services in all three categories (San Mateo County Fair, San Mateo Jockey Club and various events throughout the year). Many factors will be weighed into the decision to award the contract such as the firm's ability to staff large numbers of security personnel (up to 30 guards) for specific events. Hourly price is only one of the many considerations in determining a firm's qualification status.

Attached are the specifications for this proposal and an Application of Proposal. The application, letters of recommendation and any additional information that supplements your firm's ability to provide services as requested under these specifications will constitute the sealed proposal.



**SAN MATEO COUNTY EXPO & FAIR ASSOCIATION**

**dba**

**San Mateo County Event Center  
San Mateo County Fair  
The Jockey Club (Satellite Wagering Facility)**

**EVENT CENTER SECURITY CONTRACT**

**REQUEST FOR PROPOSAL**

**RFP NUMBER 2021-101**

**Contact Person:** **Dana Stoehr, CEO**  
San Mateo County Event Center  
2495 S. Delaware Street  
San Mateo, CA 94403

**Telephone:** (650) 574-3247

**E Mail:** dstoehr@smcec.co

**Contact Person:** **Wayne Hoss, Director of Security and Safety**  
San Mateo County Event Center  
2495 S. Delaware Street  
San Mateo, CA 94403

**Telephone:** (650) 504-7582

**E Mail:** whoss@smcec.co

**Web Site:** [www.sanmateocountyeventcenter.com](http://www.sanmateocountyeventcenter.com)

**Date Released:** **October 15, 2021**

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## **PART I DEFINITIONS**

### **ASSOCIATION**

Refers to the San Mateo County Expo and Fair Association. The Association is a 501 (c) (3) nonprofit corporation charged with the management of the San Mateo County Event Center facility, The Jockey Club (Satellite Wagering Facility) and promoter of the San Mateo County Fair under contract with the County of San Mateo.

### **CONTRACTOR**

Refers to the Bidder Selected by the Association to provide the services set forth in this RFP. The terms Contractor, Bidder, Firm and Proposer can be used interchangeably.

### **BIDDER/PROPOSER**

The individual, company, organization, or business entity submitting the proposal in response to the request for proposals

### **RFP**

Request for Proposal

### **RESPONSIVE**

Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

### **QUALIFIED/RESPONSIBLE BIDDER:**

The term "qualified" as it is used in this document refers to the bidders who have submitted the proposal per the requirements as stated in the RFP. A responsible bidder is a proposer who has the capability in all respects to perform fully the agreement requirements and the integrity and reliability to assure good faith performance.

### **LICENSEE:**

The organization awarded an agreement as a result of this RFP Process.

## PART II

### GENERAL INFORMATION

The San Mateo County Event Center hereby referred to as Association is requesting proposals from qualified firms to be (a) the exclusive security provider for the San Mateo County Fair, (b) The San Mateo Jockey Club and (c) a preferred security provider for the San Mateo County Event Center.

### REQUEST FOR PROPOSALS (RFP)

The Association, in releasing this RFP intends to award an exclusive agreement for a period of two (2) years, to provide security services on the grounds during the annual county fair, the jockey club and multiple agreements for a period of two (2) years, to provide security services on the grounds during year round events. The Association at their sole option shall have the right to negotiate one two-year extension to this contract. This contract will be subject to evaluation of contract performance.

Association may terminate this contract for any reason upon ninety (90) days prior written notice to Contractor. In the event of such termination, Association shall only pay for services rendered prior to the effective date of termination. In no event shall Association be liable to contractor for any lost profits or consequential damages.

### PROPOSER RESPONSIBILITY

Read the documents very carefully, as the Association shall not be responsible for errors and omissions on the part of the Proposer. Carefully review final submittal as reviewers will not make interpretations, detect or correct errors in calculations.

### DELIVERY OF PROPOSALS

Deliver three (3) copies, with original signatures, to the Association's Administration Office no later than Monday, Nov 8, 2021 at 4:00 p.m. No proposals shall be considered which have not been received at the place, and prior to the indicated time, stated in this PRF. The Technical Proposal must be submitted under sealed cover and labeled: Document 1 "Technical Proposal." The Bid Price and all Cost Information must be submitted in a **separate, sealed envelope**, labeled: Document 2, "Financial Proposal." Both envelopes must have the company name on the outside and be addressed as follows:

Event Center Security  
Do Not Open – Sealed Bid  
San Mateo County Event Center  
2495 S. Delaware Street  
San Mateo, CA 94403  
Attn: Dana Stoehr, CEO

Any proposal, which is received by the Association before the time and date set for receipt of the proposal, may be withdrawn or modified by the written request of the bidder. However, in order to be considered, the modified proposal must be received by the time and the date set for receipt of proposal. Proposals are not to be delivered to any address other than what is provided above.

## **CONTRACT AWARD**

The agreement shall be awarded to the "most qualified, responsible bidder." The most qualified responsible bidder shall be determined by the evaluation of the criteria set forth in Part VI of this RFP.

A Notice of Award will then be posted at the Corporation's Administration Office and a copy of the notice will be emailed to each Proposer.

## **TENTATIVE SCHEDULE**

RFP Released	<b>October 15, 2021 (Friday)</b>
Optional tour of Facility If you are attending, email whoss@smcec.co prior to the tour date	<b>October 20, 2021 (Wednesday) 1:00pm</b>
Last date for emailed questions All questions must be emailed to whoss@smcec.co	<b>October 25, 2021 (Monday)</b>
Response to emailed questions (all questions shared with all RFP Recipients by email)	<b>October 29, 2021 (Friday)</b>
Proposals due at San Mateo County Event Center <b>no later than 4:00 p.m.</b>	<b>November 8, 2021 (Monday)</b>
Proposals opened	<b>November 10, 2021 (Wednesday)</b>
Financial Offers opened on or before	<b>November 10, 2021 (Wednesday)</b>
Notice of Proposed Award posted and mailed	<b>November 11, 2021 (Thursday)</b>
Proposed contract commences	<b>December 1, 2021 (Wednesday)</b>

## **INSURANCE**

The proposer awarded the contract shall provide original Certificate of Insurance including \$1,000,000 in commercial general liability coverage, \$1,000,000 per occurrence for bodily injury and property damage liability combined and \$500,000 coverage for workers compensation coverage in a form and manner acceptable to the Association within 15 days of the contract award. Failure to do so could result in the termination of said contract.

The certificate must include:

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

“The State of California, San Mateo County Event Center, The California Fair Services Authority, the County of San Mateo, their agents, officers, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned.”

#### **CONTACT FOR INFORMATION:**

Verbal communication with the Association’s officers and employees concerning the RFP shall not be binding on the Association and shall in no way excuse the Proposer of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

Inquiries concerning this RFP will only be accepted via email and are to be directed to:  
Wayne Hoss, Director of Security and Safety  
San Mateo County Event Center  
whoss@smcec.co

Inquires must be submitted no later than October 25, 2021. All questions will be answered by October 29, 2021. All questions and responses will be distributed to all proposers who have informed the Event Center that they are participating in this RFP process.

**PART III  
RULES GOVERNING EVALUATION, SELECTION AND SCORING PROCESS  
RFP REQUIREMENTS AND CONDITIONS**

**SUBMISSION OF RFP:**

To be eligible for consideration, and award of agreement, the proposal must be in the Association's administration office no later than 4:00 p.m. Monday, November 8, 2021.

**ERRORS**

It is in the proposer's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it will be assumed that the proposal is deficient. Further, it is in the proposer's best interest to write a proposal that meets the stated requirements contained in this RFP. While applicants may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. The Association reserves the right to waive any RFP requirements if it deems it to be in the best interest of the Association.

Any ambiguity, conflict, discrepancy, omission, or other error in this RFP, or doubts as to meaning, shall be brought to the Association's attention no later October 25, 2021. Otherwise, any discrepancies, omissions, ambiguities or conflicts later brought to Association's attention will be interpreted in the best interest of the Association.

All interpretations and clarifications will be in the form of written addendum to the RFP. All bidders are responsible for inquiring as to addendum issued and providing an email address to receive any written addendum to the RFP. All addendum become part of the agreement documents.

**ADDENDA**

If necessary, the Association 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 proposers 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. Addendum will be numbered. The first number of an addendum will be A-1.

**DEFINITIONS**

The Association has established certain requirements with respect to the proposals to be submitted by prospective Proposers. The use of "shall", "must" or "will" indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or condition may 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.



## **GROUNDINGS 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 proposals.

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

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

A Proposal may be rejected if

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

It is unsigned.

## **OTHER INFORMATION**

### **DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the property of the Association. 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 Association will assess a fee to cover duplicating costs. Documents may be returned only at the Associations option and at the proposer's expense. One copy of each proposer's proposal shall be retained for official Association files.

### **CONFIDENTIALITY OF PROPOSALS**

The California Public Records Act, Government Code Section 6250, provides that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the state. Public records are defined as any writing relating to the conduct of the public's business and are open to inspection during normal business hours. There are specific exceptions to the Public Record Act. In the event the Association receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to assert any right to confidentiality that may exist. The Association will not make that assertion on behalf of the proposer. Without a judicial determination that the documents are exempt from disclosure, they will be subject to inspection. Due to the potential proprietary information to be provided, proposals will not be considered public record until after a decision has been made by the Board of Directors.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the San Mateo County Event Center, and/or its agents, officers or employees, that the Association has violated a proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

### **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

A Proposer 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 the cost estimate are valid for sixty (60) days" is non-responsive to the RFP.

The Association is not liable for any costs of preparation of presentation of proposals

### **RIGHT TO REJECT ANY OR ALL PROPOSALS**

This RFP does not commit the Association to award a contract, to pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service.

The Association reserves the right to accept or reject any or all proposals received as a result of this request, **to negotiate with qualified applicants the restructuring of the proposal, or to cancel in part or in its entirety the RFP process if the Association deems it is in its best interest to do so.**

This RFP will not be constrained to be a low bid process. The contract, if awarded, will be negotiated with the proposer who can best meet the Associations needs as identified in this RFP.

### **SUBCONTRACTING:**

No agreement shall be executed with any subcontractor to perform any services set forth in this agreement, unless first receiving Association's written approval. No approval under this section shall constitute a continuing approval for subcontracting the same or any other services unless the approval specifically states that it is a continuing approval.

## PART IV

### HISTORY AND GENERAL INFORMATION

The Association is a 501 (c) (3) nonprofit corporation charged with the management of the San Mateo County Event Center facility, The Jockey Club (Satellite Wagering Facility) and promoter of the San Mateo County Fair under contract with the County of San Mateo.

The Association was incorporated in 1938 for “That the purposes for which it is formed are to instruct the residents of the community in, and to advance, floral, agricultural, mechanical, and all other interests of every kind and nature of the County of San Mateo, and vicinity, and for the competitive exhibition of farm products, floral products, livestock and trials of speed, mechanical products, and all other products of every kind and nature, and to promote the general interests of the community, and for all other purposes for which such organizations are intended”

Currently the Association is a single enterprise fund that reports to the County of San Mateo and the State of California, Division of Fairs & Expositions. Annual revenues are approximately 12 million dollars. This income is derived from rental of the facility year around, the operation of a Satellite Wagering Facility, and the annual fair. The Association employs 50 people year-round and almost 250 during our annual Fair.

San Mateo County Exposition and Fair Association caters to an ethnically and economically diverse population, and provides a variety of attractions for that population. **The Association promotes diversity within its hiring practices and expects the Proposer to do the same. The Proposer should explain their hiring practices in the RFP Response.**

#### **Annual San Mateo County Fair:**

9-day Fair held annually in June. (See below for Dates.) During the fair, performers ranging from individuals to large groups perform on 3 stages, inside buildings as well as on the grounds in various locations. In addition, professional entertainers provide headline entertainment nightly on our Main Stage. In addition to the entertainment on various stages, carnival and food booths, the fair provides a focal point for community members to compete in a variety of events, learn about other cultures, make and display their own creative works and showcase the people, arts, animals and crafts of the peninsula.

Fair Security is provided through the cooperation with local Law Enforcement under the direction of the Associations Director of Security and Safety. The security company awarded this contract will be the primary security agency on the fairgrounds. This company will be expected to coordinate all operations with Director of Security and Safety, local law enforcement and a contracted event EMS provider.

Representation of senior management of the security company awarded this contract will be required to attend pre and post security operations meetings held daily throughout the run of Fair. With an average daily attendance of 15,000 people, the security contractor will be required to staff about 25 licensed guards during all open hours. Duties will include operation of Fair’s magnetometers, bag checks and handheld detection wands.

As the San Mateo County Fair Association is a 501 (c) (3) nonprofit corporation charged with the sound fiscal management of the San Mateo County Fair, they have the responsibility to keep expenses as low as possible. When completing the Financial Proposal, the Association desired discounted hourly rates for security services below the Jockey Club and Event Services rates.

**The San Mateo County Fair dates are:**  
**June 4-12, 2022**  
**June 2023 – (Dates TBD)**

**All dates are subject to change at Management's discretion and contractor will be made aware of any changes as soon as they are decided upon in the form of a written notice.**

The hours of the San Mateo County Fair are:

1<sup>st</sup> Saturday .....10 am to 11 pm  
1<sup>st</sup> Sunday .....11 am to 11 pm  
Monday .....Closed  
Tuesday .....Closed except for Special Events  
Wed., Thurs., Fri.....11 pm to 11 pm  
2<sup>nd</sup> Saturday .....11am to 11 pm  
2<sup>nd</sup> Sunday .....11am to 11 pm

### **San Mateo County Event Center**

#### Venue at a Glance

The San Mateo Event Center is the Peninsula’s premier event venue located conveniently between CA Hwy 101 and 92 in San Mateo, CA. This beautiful property is comprised of 48 sprawling acres, serving the Bay Area community by operating year-round events and the renowned San Mateo County Fair. Proud to host over one million patrons each year, our campus features a comprehensive variety of meeting and event spaces that showcase concerts, trade and consumer shows, festivals, corporate productions, product launches, sales conferences, and private gathering. With over 200,000 square feet of exhibit space, loading capacities, a generous parking framework, and eye-catching, eco-friendly, landscaped grounds, the San Mateo Event Center is seeking to partner with vendors who understand and celebrate our local uniqueness as a social entertainment venue.

### **San Mateo Jockey Club**

The Jockey Club is a Satellite Wagering Facility operated by the Event Center staff and various contractors under the guidelines of the California Horse Racing Board (CHRB). The days and hours of the Jockey Club are:

Friday, 10:00 am to 6:00 pm (Staffed by two security guards)  
Saturday, 10:00 am to 10:00 pm (Staffed by two day and one swing shift security guard)  
Holidays and Special Events as determined by the Jockey Club Supervisor

Security duties include entrance, foot patrol, money escorts, enforcement of CHRB and Jockey Club rules and enforcement of Covid-19 compliance by employees and patrons. Licensed Security Guards assigned to the Jockey Club must also be licensed by the CHRB or must meet the eligibility requirements and be licensed by the CHRB within three months of assignment. Those requirements can be located on the CHRB website at [chrb.ca.gov](http://chrb.ca.gov)

## **PART V**

### **STATEMENT OF WORK TO BE PERFORMED**

#### **GENERAL SERVICES**

General services that may be required from the successful qualifiers:

These terms and conditions will be made a part of the contract.

Contractor shall furnish uniformed security, all with valid California issued Guard Cards, for the San Mateo County Exposition and Fair Association, Jockey Club Operations, and Event Operations.

- Contractor shall comply with staffing schedules as requested by the Association. Association Management has the right to change security schedules to include deletions and additions, with reasonable notice, at no additional cost.
- Contractor shall provide operational two-way communications radios to all of the staff assigned to duty, at least 5 radios. Contractor may also be assigned radios by the Event Center and Contractor will be responsible for loss or damage.
- No security personnel employed by the contractor shall carry any firearms at any time while on the fairgrounds unless licensed to do so and upon the approval of the Director of Security and Safety and the Event Center CEO.
- Contractor shall meet prior to the fair with Fair Management on dates designated by the San Mateo County Exposition and Fair Association. Contractor shall meet prior to all large special events with Event Management, Promoters, and law enforcement.
- Preference will be given to contractors who are able to also provide additional services such as: Gate Checks, bag checks, and ID checks for beverage stands

Contractor shall provide personnel and supervisors, who are experienced in crowd and event management.

- Concrete management philosophies, practices, and policies shall be used to ensure professional security actions during the execution of this contract.
- Contractor shall staff the required number of personnel with the intent of limiting unnecessary expenses minimized overtime costs.
- Contractor shall demonstrate a high degree of experience, professionalism and performance during the term of the contract.

Contractor shall make public safety its number one concern at all times, ensuring that the actions of the contractor's officers, agents, and employees cannot be judged negligent in any way. Contractor shall ensure the professionalism of its employees including, but not limited to: Neat appearance, possess professional communication skills, perform security duties with a high degree of professionalism and proof of valid guard card and company licensing.

Contractor shall maintain at least one representative who is authorized to take immediate action upon any request of fair management at all times during which contractor's property and/or personnel are on the fairgrounds. This person must be identified to the fair as the contractor's authorized representative.

The number of employees hired by the contractor to staff the Fair, Jockey Club and for event operations shall be sufficient to meet the conditions of the staffing hours as required within the contract.

Contractor shall submit to Event Center management a full roster of personnel to be assigned to the Fair no later than fifteen days prior to the annual Fair. Contractor shall submit to Event Center management a full roster of personnel to be assigned to the Jockey Club, and prior to event.

Fair management reserves the right to reject any of the contractor's personnel prior to, or during the event. Such decisions shall be final and a replacement must be furnished by the contractor within two hours.

Contractor shall provide proof of Workers' Compensation coverage.

Contractor shall have maintained a license to operate a security firm for a period of two consecutive years, without interruption prior to the commencement date of this contract.

## PART VI

### FORMAT AND CONTENT REQUIREMENTS

#### Event Center Security Agreement

##### A. INTRODUCTION

These instructions prescribe the mandatory proposal formation and the approach for the development and presentation of proposal data. Proposal format instruction must be adhered to, all questions must be answered, and all requested data must be supplied. Failure to prepare proposals in the following required format will result in elimination from proposal evaluation.

##### B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two separate documents:

Document 1, "Technical Proposal", with a cover letter on the letterhead of the proposer signed by an authorized person and containing the following statement:

"Submission of this proposal signifies that all terms, conditions, requirements, protest 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 submitting firm, it is agreed 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 this proposal."

Document 2, "Financial Proposal", must be submitted in a separate sealed envelope using the form provided.

The organization of the response shall be as follows:

- \* All pages must be on 8 1/2" x 11" paper.
- \* All narrative portions of the proposal shall be typed.
- \* The proposal shall describe the business model of the company to include number of employees, years in operations, references and any other information the proposer feels will explain the operations and expertise of their company.

## DOCUMENT 1- - TECHNICAL PROPOSAL

SECTION I - Cover letter as described above  
Table of Contents  
**Completed and signed Bidder/Contractor Status Form**  
(see Part IX)

### SECTION II -

- a. EQUIPMENT - Attach a complete list of all the staff and security equipment you are able to provide which will meet specified needs. Include a description of the quality and condition of equipment, and suitability and dependability of equipment. Also include packaging and overall integration of equipment. Include the number of marked security vehicles you own, if any.
- b. PERSONNEL - Attach a copy of personnel manual and applicable policies or statements of same (dress code, organizational chart, personal integrity, level of expertise required, etc.) Attach statements of personnel's detailed working knowledge of security practices and professional experience. Include statements describing personnel's willingness to work with and cooperate with fair staff, performers and their representatives, police, fire, and other emergency services, and members of the public. **Include proof of workers compensation for your employees.**
- c. EXPERIENCE and QUALIFICATIONS - Attach a complete list of performance history under similar or relevant conditions. Identify and detail service of at least five events, which were at least five days in length. Include reference contact names and telephone numbers.

Identify and detail service of example events which the total security staffing level included at least 30 guards, a dispatch officer, and at least 2 supervisors, all on site and working at the same time. These events should have been serviced by the local office, which will service the San Mateo County Exposition and Fair Association. Include reference contact names and telephone numbers.

Identify and detail service of any live concerts that you provided event security to and include reference contact names and telephone numbers.

Identify and detail service of any events, which had verifiable daily attendance of at least 25,000 people. These events should have been serviced by the local office, which will service the San Mateo County Exposition and Fair Association. Include reference contact names and telephone numbers.

Attach reference and recommendation letters from other fair/facility managers. Provide contact names and telephone numbers for law enforcement contacts in cities where you worked in collaboration with their agency.

Specify overall qualifications of company and business philosophy, attitude, interest in project, integrity, etc.



## DOCUMENT 2 - FINANCIAL PROPOSAL

The financial portion of the proposal must be signed by the authorized representative (shown in the qualifying documents). The financial proposal must be placed in a separate, sealed envelope, labeled "Document 2 Financial Proposal" stating company name and address, as shown in part II of this RFP. The form to be used is attached.

Interested parties must include the following in their proposal in response to this RFP. Three complete sets of the proposal must be submitted.

## PART VII

### EVALUATION CRITERIA AND SELECTION PROCESS

Each proposal shall be evaluated to determine responsiveness to the Association's needs as described in this RFP.

During the evaluation and selection process, the Evaluation and Selection Committee may interview a Proposer for clarification only. The Proposer cannot change proposals after the time and date designated for receipt.

Final determination of the Proposer to be awarded the agreement will be made on the basis of the information submitted, references provided and telephone or internet checks with the State Department of Consumer Affairs or other agencies. The Proposer that, in the opinion of the review committee, will best serve the needs of the Association will be awarded the agreement.

#### EVALUATION AND SELECTION

1. After the period has closed for receipt of proposals, each proposal is examined by Association staff to determine compliance with the RFP format requirements and grounds for rejection (under part III). (This is not a public review)
2. Each Proposer's Information Form is reviewed and further research or verification of information included on the form may be completed.
3. The Evaluation Committee is provided copies of all the proposals for their individual review. The Evaluation Committee will conduct oral or phone interviews (if needed) with the bidder for clarification of proposals. (This is not a public review)
4. The financial proposals of those achieving the required minimum score are then opened.
5. The Evaluation Committee individually scores each proposal based on the scorecard provided in this packet. A cumulative score is determined based on these individual scores. (See Score Card)
6. A "Notice of Proposed Award" is posted at the Fair Administration Office and emailed to each Proposer.

**THE ASSOCIATION RESERVES THE RIGHT TO VERIFY ANY REFERENCE DISCLOSED IN THIS PROPOSAL OR TO ASCERTAIN THE ACCURACY OF INFORMATION PRESENTED. MISINFORMATION OR INACCURACIES ARE GROUNDS FOR DISQUALIFICATION.**

**REQUEST FOR PROPOSAL PACKAGE  
RFP #2021 - 101**

**Part I  
Security Services Agreement**

**Scoring**

**Points**

Proposers Experience & Ability to Perform .....	20 pts.
Ability of Proposer to Provide Quality& Professional Security Service for Fair, Jockey Club and Year-Round Events .....	40 pts.
Proposer's Financial Proposal and willingness to discount hourly cost during the Fair.....	30 pts.
Client References .....	<u>10 pts.</u>
Total possible points.....	<u>100 pts.</u>

## PART VIII

### GENERAL AGREEMENT PROVISIONS (Proposed)

The agreement to be awarded shall include, but not be limited to, the following provisions:

A) Term

The agreement shall begin on December 1, 2021 and end on November 30, 2023. The awarded agreement is subject to annual evaluation of Proposer's performance and the Proposer's ability to successfully meet all agreement requirements. The Association at their sole option may negotiate one two-year extension to this contract.

B) Indemnification and Liability

Proposer agrees to accept all responsibility for loss or damage to any person or entity, including San Mateo County Event Center and the County of San Mateo, and to indemnify, hold harmless, and release San Mateo County Event Center and the County of San Mateo, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Proposer, that arise out of, pertain to, or relate to this Agreement. Proposer agrees to provide a complete defense for any claim or action brought against San Mateo County Event Center and/or the County of San Mateo based upon a claim relating to Proposer's performance or obligations under this Agreement. Proposer's obligations under this Section 7 apply whether or not there is concurrent negligence on the part of the San Mateo County Event Center or the County of San Mateo, but, to the extent required by law, excluding liability due to the San Mateo County Event Center's conduct. San Mateo County Event Center and the County of San Mateo shall have the right to select their own legal counsel at PROPOSER'S expense, subject to Proposer's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Proposer or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

C) Independent Capacity

The Proposer, and the agents and employees of the Proposer, in the performance of this Agreement, shall act in an independent capacity and not as officers and employees or agents of the Association.

D) Insurance Requirements

Proposer shall furnish to the Corporation a certificate of insurance and proper policy endorsements as required on Attachment #1.

E) Non-Discrimination Clause

During the performance of this Agreement, Proposer and its sub proposers shall not unlawfully discriminate, harass, or allow discrimination, or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, or other protected status. Proposer and sub proposers shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Proposer and sub proposers shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated.

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

Proposer, by signing this Agreement, assures the Association that it complies with the Americans with Disabilities Act ("ADA") of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. Proposer further agrees that it will continue to comply with the ADA during the performance of this agreement.

F) Conflict of Interest

Proposer warrants and covenants that no official or employee of neither the Association nor any business entity in which an official or employee of the Association is interested:

Has been employed, retained to solicit or aid in the procuring of this agreement;

Will be employed in the performance of this agreement without the immediate divulgence of such fact to the Association. In the event the Association determines that the employment of any such official, employee, or business entity is not compatible with such official's or employee's duties as an official or employee of the Association, Proposer, upon request of the Association, shall terminate such employment immediately. For breaches or violations of this paragraph, the Association shall have the right both to annul this agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

G) Drug-Free Workplace Certification

By signing the agreement, Proposer certifies compliance with Government Code in matters relating to providing a drug-free workplace, and agrees to abide by and implement all of its statutory obligations.

H) Compliance With Law

Proposer shall observe and comply promptly with all federal, state and county statutes and ordinances and with all rules, regulations, directives and orders of appropriate governmental agencies, such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the Premises.

I) Attorneys' Fees

In the event the Association or Proposer shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to recover rents, or to enforce to establish any right or remedy of either party, the prevailing party shall be entitled to recover as a party of such action or proceeding, reasonable attorneys' fees and court costs.

J) Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

K) Time is of the Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

L) Severability

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

M) Captions

The section headings of this Agreement are inserted only as a matter of convenience and in no way define, limit, affect, or describe the scope of this Agreement or any provisions hereof.

**PART IX**

**FORMS TO BE USED IN THE RELEASE OF THIS RFP**

A) FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY BIDDER

- 1) Proposer's Information and Narrative Form.
- 2) Proposer's Financial Proposal

B) DOCUMENTS TO BE COMPLETED BY THE CORPORATION

- 1) "Notice of Award" (after award is determined)

# INVITATION FOR BID FORM

**PURPOSE:** San Mateo County Exposition and Fair Association 2022-2023 Security Proposal

**2022-2023 PROPOSAL PRICE(S):**

**Fair Pricing (discounted rate)**

Regular security staff person per hour: \$ \_\_\_\_\_

Armed guard per hour \$ \_\_\_\_\_

Supervisor per hour \$ \_\_\_\_\_

**Jockey Club & Event Center Pricing**

*Event Center      Jockey Club*

Regular security staff person per hour: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Armed guard per hour \$ \_\_\_\_\_ \$ \_\_\_\_\_

Supervisor per hour \$ \_\_\_\_\_ \$ \_\_\_\_\_



**BIDDERS MUST COMPLETE THE "BIDDER/CONTRACTOR STATUS FORM".**

\_\_\_\_\_  
**FIRM NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY/STATE/ZIPCODE**

\_\_\_\_\_  
**TAXPAYER ID NUMBER**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

BY ITS SIGNATURE ON THIS BID, THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY THE ACCURACY OF THE REPRESENTATIONS MADE ON THE BID FORM WITH REGARD TO THE CONTRACTOR'S LICENSE NUMBER, CLASS, AND EXPIRATION DATE. THE BIDDER ALSO CERTIFIES THAT HE/SHE HAS READ AND UNDERSTOOD THE BID PACKAGE INCLUDING THE INFORMATION REGARDING BID PROTESTS, AND THE ATTACHED SPECIFICATION SHEET.

**PROPOSER'S INFORMATION FORM**

**PAGE 1 of 2**

Proposer's Name: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

PPO #: \_\_\_\_\_

**Status of Proposer 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 name of sole proprietor: (I.E., John Roe Smith; not J. Roe Smith or not John R. Smith)

\_\_\_\_\_

**Partnership (Please check one):**

Limited Partnership: \_\_\_\_\_

General 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:** \_\_\_\_\_

**BIDDER/ PROPOSER STATUS FORM**

**PAGE 2 of 2**

**ALL MUST ANSWER:**

Are you subject to federal backup withholding?

\_\_\_\_\_

Fictitious Name:

**If Proposer 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.**

\_\_\_\_\_

Pending Litigation Hearings:

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer's organization, owners, officers, or employees?

\_\_\_\_\_

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

\_\_\_\_\_

We reserve the right to verify the information provided on this form by the bidder during the RFP process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government or private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested.

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 Proposer.

Signature: \_\_\_\_\_

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

By its signature on this proposal form, the proposer certifies that he/she has read and understood the RFP package including the information regarding this financial proposal and bid protests. Further, proposer certifies that the information provided by the proposer is accurate, true and correct, and not intended to mislead the Association in any manner.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_