

**1-A District Agricultural Association
GRAND NATIONAL RODEO HORSE & STOCK SHOW
HIGH SCORE RFP PACKAGE
RFP NUMBER S08-58
EVENT SECURITY & CROWD CONTROL SERVICE**

Contact Person: Chad Cabral, Grand National Manager
2600 Geneva Ave, Daly City, CA 94014
(415) 404-4104

This person is the only authorized person designated by the DAA to receive communication concerning this RFP.

Please do not attempt to contact any other person concerning this RFP.

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

Date Issued: May 7, 2008

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PART I DEFINITIONS

BIDDER	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
EVALUATION & SELECTION COMMITTEE	Hereinafter referred to as "Committee" Committee chosen by the fair to evaluate and score proposals received
DAA, FAIR, DISTRICT or ASSOCIATION	Refers to the 1-A District Agricultural Association, which is a State Agency of the State of California and is not a local agency of government.
DIVISION or F&E	Refers to the <i>Division of Fairs & Expositions</i> , Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of fairs. F&E is located at: 1010 Hurley Way, Suite 200 Sacramento, CA 95825
DGS	Refers to the <i>Department of General Services</i> , State of California, located at: 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Attention: Legal Office
RFP	Request for Proposal
RESPONSIVE	Proposals that are timely, meet the proper format required for submittal of proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive"

PART II GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 1-A District Agricultural Association, Grand National Rodeo Horse & Stock Show, in releasing this RFP, intends to award a contract for a period of one (1) year (plus two one-year renewal options) for the purpose of providing event security and crowd control services for selected events and the annual Grand National Rodeo Horse & Stock Show to be held at the FAIR (1-A District Agricultural Association/Cow Palace). This contract will be subject to annual evaluation of contract performance and the contractor continuing to meet all requirements each respective year of the contract. Contractor's failure to perform satisfactorily or to continue to meet all requirements may result in cancellation of this contract.

B. BIDDER RESPONSIBILITY

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

C. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing times and at the place stated below, in the format specified below and as more particularly described in Part VI, Section B. Failure to timely submit your proposal 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 may result in a rejection, or a reduction in points during the scoring process. Please see Part III, Section A, Paragraph 4 for more detail regarding automatic and discretionary rejections. Unless otherwise stated, faxes are unacceptable. Failure to meet these requirements will result in an unaccepted proposal.

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

- One sealed package containing two (2) copies of the technical proposal labeled with the bidder's name, the RFP number." (*For additional details, see Part VI, B.1.*)
- One sealed package containing two (2) copies of the Financial Proposal Bid Form and labeled "Financial Proposal Bid Form." (*For additional details, see Part VI, B2*)

Both sealed packages must be placed in a third package with the bidder's name on the outside and addressed as follows:

PROPOSAL ENCLOSED
RFP #S08-58 – Event Security & Crowd Control Service
Attn: Chad Cabral
1-A District Agricultural Association
2600 Geneva Ave, Daly City, CA 94014

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part II, Section C, then each bidder's technical proposal is evaluated and scored by the Committee who utilizes the score sheet included in Part V. Subsequently, the "Financial Proposal Bid Form" will be opened and scored. Small Business Preference will be computed when applicable.

If contract is awarded, it shall be granted to the responsible bidder who submits the proposal with the highest final score. Prior to the Board awarding a 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 Department of General Services.

E. TENTATIVE SCHEDULE

- | | | |
|----|---|-------------------------|
| 1. | RFP released | <u>May 7, 2008</u> |
| 2. | Mandatory walkthroughs | <u>May 19, 2008</u> |
| 3. | Proposals due to the Fair's Administration Office no later than 3:00 p.m. | <u>June 9, 2008</u> |
| 4. | Interviews (If necessary to clarify proposals - interviews are <u>not public</u> , but may be recorded) | <u>June 11-12, 2008</u> |
| 5. | "Notice of Proposed Award" posted and mailed | <u>June 17, 2008</u> |
| 6. | Date award final – no protests may be filed after this time | <u>June 24, 2008</u> |
| 7. | Proposed contract commences | <u>July 15, 2008</u> |

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 firms to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB's/MB's to 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 bidder, the actual bid amount.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the 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, see PART VI of this RFP for instructions regarding what to submit with your proposal in order to receive the preference.

Certification Application

To apply, access our online Small Business Certification Application (STD. 813) or to receive your hard-copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5528 or (916) 375-4040.

Your complete certification application package must be received by the OSDS no later than 5 p.m. of the bid due date. Your certification effective date will be the date the application is properly received and deemed **complete** by the OSDS, incomplete application submittals will delay your certification status and may result in the loss of your 5% 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 St., 1st Floor, Room 1- 400
West Sacramento, CA 95605

G. BIDDER/CONTRACTOR STATUS FORM

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

H. HISTORY AND GENERAL BACKGROUND INFORMATION

1. General Information

The No. 1-A District Agricultural Association is commonly known as the Cow Palace and is an agency of the State of California, within the Division of Fairs and Expositions, under the Department of Food and Agriculture. The facility built in 1941 is located at 2600 Geneva Ave., Daly City, CA 94014, on the border of Daly City and San Francisco. The Cow Palace encompasses 72 acres of arena, exhibition hall, buildings and parking space. The Cow Palace is a full range facility and can host concerts, circuses, conventions, corporate event, exhibitions, tradeshow and sales, and so forth. In one year, the Cow Palace hosts approximately 100 events with shows ranging from 1 – 10 days in duration. The Cow Palace is also the home of the Grand National Rodeo Horse and Stock Show, which is produced by the No. 1- A District Agricultural Association.

Currently, the long-term tenants of the Cow Palace include the SF Rod, Custom and Motorcycle Show, Grand National Motorcycle Show, Harlem Globetrotters, Tri-star Collectors, and the Golden Gate Kennel Club Dog Show. General information can be obtained at www.cowpalace.com.

2. Area Demographics from the Census Bureau's 2007 and 2006 estimates

San Mateo County – population 706,984
San Francisco County – population 764,976
City of Daly City – population 101,005
City of South San Francisco – population 61,354

3. Key Fair Staff

Cow Palace CEO – Walter Haub
Grand National Manager – Chad Cabral
Deputy Manager I of Maintenance – Leann Mazza
Rentals & Operations Director – Diana Colvin
Business Assistant – Cynthia Yee

PART III RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the DAA shall be immediately notified of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

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

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

2. Addenda

If necessary, the DAA 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.

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

5. Right to Reject Any or All Proposals

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

6. Protests

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Fair and with the Department of General Services (DGS) at:

707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Attention: Legal Office

The protest **must** be received prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth working day after notice of proposed award was posted in a public place at the Fair's Administration Office. Upon expiration of this posting period, if no protest is filed, the contract is awarded.

IN ADDITION, within five (5) calendar days after filing the protest, the protesting bidder **shall** file with the Fair and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE: *Failure to file (i) notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.*

B. OTHER INFORMATION

1. Disposition of Proposals

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

2. Confidentiality of Proposals

The DAA will hold the contents of all proposals in confidence until issuance of the "Notice of the Proposed Award"; once issued and posted, no proposal will be treated as confidential.

3. Modification or Withdrawal of Proposals

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

A bidder 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 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

SCOPE OF SERVICES

The Cow Palace, a state agency known as 1-A District Agricultural Association and hereafter referred to as “Cow Palace,” is requesting proposals from qualified contractors to provide security and other related show/concert/event services including all labor, equipment, materials and supplies necessary to perform those services.

As a minimum, the successful contractor must have at least three years responsible and related experience, sufficient trained and experienced personnel, appropriate equipment, material and supplies for said personnel, and trained and experienced Arena Director/Event Coordinator (event specific) sufficient to perform the services outlined in this Request for Proposals (RFP).

Experience – Qualified bidders must demonstrate a minimum of three years of responsible and relevant services similar to those requested by this RFP.

Personnel – Qualified bidders must demonstrate ability to provide a minimum of 40 qualified personnel per day during the Grand National, and up to 180 qualified personnel for non-Grand National events, including appropriate numbers of supervisors, for a minimum of five consecutive days for events requested by this RFP.

Equipment, Material and Supplies – Qualified bidders must demonstrate ability to provide qualified personnel with appropriate equipment, materials and supplies to support the services requested by this RFP. This would include two-way radios, uniforms (windbreakers, polo shirts, sports coats, etc.), ID badges, and all other items necessary to carry out the services required by this RFP.

Arena Director/Event Coordinator – Qualified bidders must demonstrate that they employ or have available to employ, trained and experienced Arena Directors/Event Coordinators, sufficient to provide the services required by this RFP.

Other Conditions – In addition to the above, the successful contractor agrees to the following terms and conditions.

1. Contractor will provide services for events including, but not limited to: professional sporting events, reserved seating, and festival seating concerts, horse shows, rodeos, ice shows, flat shows, consumer shows, etc.
2. Contractor will provide Cow Palace with qualified security personnel and capable supervision of security services on short notice.
3. Contractor will comply with all California state laws, regulations and ordinances while providing security services for Cow Palace.
4. Contractor will provide both male and female guards as required. All security guards will have visible identification, and have the ability to provide evidence of bona fide “guard cards” upon request.
5. Contractor will provide a variety of uniforms to be worn by security guards, including but not limited to, windbreakers and sports jackets. All security guards’ appearances shall be neat, clean and suitable for all events and locations for which security is being provided. While off duty or on break, security guards shall remove or camouflage identifying insignias of security uniform, so guests or promoters will not automatically perceive these personnel as being on current

- active post. Cow Palace management will have final approval for uniforms to be worn by all security guards for all events.
6. Contractor will provide the appropriate ratio of guards to supervisors for each event as determined by the Cow Palace. Cow Palace shall make the final determination and have approval for the ratio of guards to supervisors for each event.
 7. Individual security guards will not be scheduled to work more than one (1), eight (8) hour shift in any twenty-four (24) hour period, unless authorized in writing by Cow Palace, and deemed to be an appropriate method of scheduling.
 8. Contractor will not make any changes to security personnel positions, time worked, or work shifts, unless authorized in advance by Cow Palace. Any additional security staffing requested must be authorized in writing by Cow Palace, for each event. Any additional staffing not authorized in advance by Cow Palace will not be paid.
 9. All security personnel will use Cow Palace approved time reporting form to report personnel positions, hours of work, and work shifts.

ARENA DIRECTOR/EVENT COORDINATOR (EVENT SPECIFIC)

1. Contractor will provide a trained and experienced Arena Director or Event Coordinator (when specified) who will provide general supervision of security personnel and will give personal attention to matters relating to security services provided pursuant to this Contract.
2. There shall be no charge to the Cow Palace for the services of the Arena Director/Event Coordinator except for the actual event hours worked by the Arena Director/Event Coordinator.
3. The responsibilities of the Contractor's Arena Director/Event Coordinator will include, but are not limited to, the following:
 - a. Handle all personnel actions for Contractor security staff, including hiring, disciplinary actions, and terminations.
 - b. Provide training and supervision of all Contractor security staff.
 - c. Provide all guards with a copy of post instructions, which shall be prepared by the Arena Director/Event Coordinator, in cooperation with Cow Palace.
 - d. Attend all event related meetings and be available for consultations and briefings regarding security matters for all Cow Palace events.
 - e. Work with designated member of Cow Palace to plan and schedule Contractor security personnel for Cow Palace events.
 - f. Coordinate with the Daly City Police Department for Cow Palace events requiring police assistance.
 - g. Provide Cow Palace with a current updated roster of security contractor personnel i.e. designating supervisors, and Arena Director/Event Coordinator for

each event. The updated roster will also identify Contractor personnel to receive additional equipment for Cow Palace event.

h. Prepare all accident and incident reports, on approved Cow Palace form only, and leave original completed reports in Cow Palace security office. Reports are to include all investigations conducted and any photographs taken with Cow Palace equipment and supplies. Original reports must stay at Cow Palace. No reports prepared by CONTRACTOR employees shall include any information, which is protected by the employee's right to privacy or by any other legal privileges.

i. Provide depositions and make court appearances as necessary.

j. Event Coordinator duties will be under the direction of Cow Palace management to coordinate, organize and facilitate events and do other related works. Event Coordinator will be responsible for show time personnel including security, parking lot attendants, ticket takers, ushers, stagehands, janitorial staff, maintenance personnel, and switchboard. He/she will monitors concession stands for adequate services, ensures opening readiness and closing of facility. He/she will acts as the District Agricultural Association's representative during events, maintains contact with tenant; handles complaints from tenants and the public and coordinates correction of inadequacies;

EQUIPMENT, MATERIALS AND SUPPLIES

1. Contractor will provide radio communication for security personnel, as needed for Cow Palace events. The Cow Palace will not loan radio equipment to the Contractor. Contractor must be prepared to supply up to fifteen (15) radios, at Contractor's expense, depending on the scope of the events. Contractor and Cow Palace will determine the specific number of radios needed and for each Cow Palace event.
2. To facilitate communication between Cow Palace staff and security personnel, Contractor and Cow Palace management will mutually agreed to a set # of radios on Cow Palace frequency. Contractor and Cow Palace management will determine when a second radio frequency must be used in concert with Cow Palace frequency to facilitate large Cow Palace events. If a second radio frequency is needed, only security personnel identified (on security personnel roster) prior to the Cow Palace event will use a second radio.
3. Contractor will provide, at Contractor's expense, up to fifteen (15) radios for each Cow Palace event. Contractor will provide the first five (5) radios at no charge to Cow Palace; thereafter, Cow Palace will pay Contractor a radio rental fee of Ten Dollars (\$10) per radio, per Cow Palace event, that exceeds the initial five (5) radios.
4. Contractor will provide, at Contractor's expense, up to five (5) wands when specified for Cow Palace events. Cow Palace and Contractor will determine specific number of wands to be used at specified events.
5. Cow Palace will pay Contractor a wand rental fee of Fifteen Dollars (\$15) per wand, per Cow Palace event, if more than five (5) wands are requested.
6. Security personnel will neither carry nor otherwise have on their person, any type of firearm or weapon during the performance of their duties or while on the premises.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. All security personnel furnished by the Contractor will be employees of the Contractor. The Contractor will pay all salaries and expenses of security personnel including, but not limited to:
 - a) Federal and State Withholding Taxes.
 - b) FICA and Medicare Contributions
 - c) State Unemployment and Disability Insurance
 - d) Worker's Compensation.
2. Contractor shall submit to Cow Palace and invoice for approval of services provided. Contractor's invoice must specify professional services rendered including billing hours and security personnel positions All invoices will be verified with job shift roster and attendance report. Verification will include billing hours, positions and approved rates of compensation for position designated, and security roster provided by Contractor prior to the event.
3. Contractor must provide the following services at a specified rate:

PAY RATES

<u>Position</u>	<u>Regular Rates</u>	<u>Holiday</u>
<u>Rates</u>		
Guard	\$xx.xx	\$xx.xx
Supervisor	\$xx.xx	\$xx.xx
Arena Director/Event Coordinator	\$xx.xx	\$xx.xx

*Event Coordinator rates will be discussed prior to each specific event and will be charged at either a flat rate or prevailing hourly rate for an arena director.

HOLIDAYS

The following days will be recognized as Holidays for purposes of using the Holiday Rate for compensating security personnel for services:

New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve (6 pm to Midnight)

*No overtime premium will be paid on holidays.

4. Contractor agrees that the pay rates specified above includes all costs except as noted below. The Cow Palace will not pay additional charges such as uniforms, training materials, and will not pay for reimbursement of any expenses.
5. Contractor and Cow Palace agree that should the State or Federal Minimum Hourly Wage Standards be raised during the term of this Agreement that all hourly wages, stated under Pay Rates above, will be increased at 1.4 times the difference between the current minimum hourly wage and the new minimum hourly wage.

6. Each security guard, supervisor and the Arena Director/Event Coordinator must sign the job shift roster, which shall be used as a basis to confirm billing, as prepared by the Contractor. All invoices will include a post assignment security personnel roster that provides verification of hours worked by the employees and the handwritten time-in/time-out hours, as well as his/her signature next to the hours worked. There will be no substitution of signature for employee verification of hours worked. If invoice does not contain signature of employee for hours worked, Cow Palace will not pay claimed hours. Hours will be calculated by rounding to the nearest quarter hour.

7. Overnight guards will check in with Cow Palace on-duty CP1 (Cow Palace one) Guard and will follow Cow Palace written procedures for verification of time-in/time-out worked. Cow Palace CP1 Guard will fax copies of the overnight guards sign in/sign out shift roster to the Contractor's Branch Manager for verification of personnel signatures for specified shifts.

8. Should a replacement or relief guard report to work late, Cow Palace will not be charged overtime for current staff.

9. Contractor will submit staffing costs including handwritten time-in/time-out attendance reports (according to security personnel roster provided by Contractor prior to event) to the Cow Palace on a per event basis, after the event. Payment will not be made for any services unless ordered on the event schedule and approved by Cow Palace.

10. Should Contractor's employees work more than eight (8) hours per day or forty (40) hours per week, Contractor shall pay its employees as required by applicable State and Federal law. Only those times when Cow Palace expressly agrees to the scheduling of Contractor's employees to work more than eight (8) hours per day or forty (40) hours per week, shall Cow Palace pay Contractor one and one-half (1 1/2) times the pay rates stated above for Contractor's effected employees.

11. In addition to security personnel, Contractor may be required to provide watchmen services, overnight personnel, ushers, ticket takers, or other crowd management services as required at rates to be mutually agreed upon by Contractor and Cow Palace. Rates shall be negotiated on an individual basis.

12. Cow Palace agrees not to solicit, offer to hire, or hire Contractor's Event Coordinator, Arena Director, Supervisors, or full or part-time employees assigned to Cow Palace for a Cow Palace position to provide similar security at the facility wherein that employee provided service pursuant to this Agreement, either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of Contractor.

Should Cow Palace hire an Event Coordinator, Arena Director, Supervisor or any other employee of Contractor without first obtaining written approval from Contractor, Cow Palace agrees to pay twenty (20) percent of the employee's expected first year's gross earnings from the Cow Palace or Five Thousand Dollars (\$5,000.00) whichever is the lesser.

13. Contractor shall invoice Cow Palace for services performed. Invoice shall list the Contract # S08-58 and shall be sent directly to:

1-A District Agricultural Association (Cow Palace)

Attn: Leann Mazza

P.O. Box 34206

San Francisco, CA 94134

14. Payment shall be paid monthly in arrears upon receipt of approved invoice. Cow Palace agrees to pay Contractor in arrears, following satisfactory completion of services. Payments terms for this contract are net forty-five days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

15. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of his costs of suit, and not as damages, a reasonable attorneys fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs or attorneys fees.

16. State may terminate this contract by giving the Contractor written notice thereof; in the event the services of the Contractor are terminated, payment shall be made on a daily rate for that portion actually worked up to the date of termination which shall be prorated on the number of days the contract is valid in relation to the total.

PART V EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to fair's needs as described in this 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 the 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 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 reference and employment experiences referenced or disclosed in the 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 the technical proposal.

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. The "Financial Proposal Bid Form" will be opened and scored and added to each reviewers' points to obtain the total points each reviewer gives to each bidder. The total points of each reviewer will be added up for that bidder and the result divided by the number of reviewers for the bidder's total overall score.
7. If the fair is District Agricultural Association, Small Business Preference will be added if applicable (see Small Business Preference Information in Part II).
8. The proposed award will be made to the bidder with the highest final score.
9. In the event of a tie in determining the successful bidder, 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 the tied bidders.
10. All bidders will be notified of the results.

SCORING CRITERIA

B. SCORING PROCESS, CRITERIA AND ITEMS SCORED

The following information must be provided by the bidder in order for the RFP to be scored.

	<u>SCORE</u>
1. Financial Offer	35 Points
2. Relevant Work Experience	30 Points
○ Past experience and previous performance for the last three years ○ A complete list of performance history under similar or relevant conditions ○ Include estimated attendance, the dates the event occurred, the number of guards per shift, and number of shifts that were provided ○ Specify overall qualifications of company and business philosophy including a resume of business principles (attitude, interest of project, integrity, years of experience, etc.)	
3. Personnel	20 Points
○ Attach a copy of personnel manual and applicable policies or statements of same • Recruitment process • Picture of Uniform and detail of Uniforms (sport coat, windbreakers, shoes, etc.) • Organizational chart • Personal integrity • Level of expertise required ○ List of supervisors and length of employment ○ Attach statements of personnel's detailed working knowledge of systems and professional experience. ○ Include statements describing personnel's willingness to work with and cooperate with Fair Staff, performers and their representatives. • Current safety policies and procedures • Describe current safety policies and procedures that affect employees and the public. ○ Include proof of Workers' Compensation Insurance coverage for employees.	
4. References and Background Checks	15 Points
○ Attach names, addresses and telephone numbers of at least five (5) business references from events, fairs or facilities. List the Dates of each event and number of attendees. ○ Attach names, addresses and telephone numbers of at least three (3) vendor references (from companies you do business with). ○ Submit at least three (3) current letters of recommendation from any past contractors on their business letterhead with signatures.	

PART VI

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and the manner requested;
- All questions must be answered; and
- 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

Each proposal must be prepared as two (2) separate documents placed in two (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.

1. “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 bottom, starting with the number 1; all pages should be 8 ½ x 11 inch paper; and all narrative portions of the proposal should be typed.

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

“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 bidder, it is expressly agreed by the bidder 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. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder’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 bidder fails to submit this document, and it is not signed and dated, the proposal will be reject as being non-responsive.

Table of Contents:

- One (1) completed, dated, and signed "Bidder/Contractor Status Form";
 - One (1) completed by subcontractor "Subcontractor's Certification" form for each subcontractor that the operator proposes to use to supply any staffing, if applicable
- Small Business Preference Documentation, if applicable
One (1) copy of the small business certification letter, if bidder is claiming the Small Business Preference and has already received certification letter
Or if application for the preference has been submitted to OSDS a sheet of paper stating that the application has been submitted to OSDS and the date submitted.
Or if claiming the preference as a non-small business subcontracting with certified SB/MB, a sheet of paper listing the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include the subcontractors's
 1. Name
 2. Address
 3. Phone Number
 4. Description of work to be performed
 5. Dollar amount or percentage per subcontractorAlso, include the sub-contractor's certification or indicate if applications are on file with OSDS
- Bidder must provide all information/documentation listed in Part V, B.

2. "Financial Proposal Bid" Form

The "Financial Proposal Bid" Form ***must*** be completed and signed.

PART VII FORMS SECTION

FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- “Bidder/Contractor Status” Form (2 pages)
- “Financial Proposal Bid” Form
- Attachments

FORM TO BE COMPLETED BY SUBCONTRACTOR IF APPLICABLE and SUBMITTED BY BIDDER

“Subcontractor’s Certification” Form – not applicable

DOCUMENTS TO BE COMPLETED BY DAA

“Notice of Proposed Award” (after proposed award is determined)

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

- “Standard Contract Terms and Conditions” (SCTC), F-31 Form
- CCC – Contractor’s Certification Clause
- California Fairs Service Authority “Insurance Requirements”

BIDDER / CONTRACTOR STATUS FORM
PAGE 1 OF 2

CONTRACTOR'S
NAME: _____ COUNTY: _____

ADDRESS: _____ FEDERAL ID# _____

CITY/STATE: _____ ZIP: _____

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 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 CALIF: _____

CURRENT OFFICERS:

PRESIDENT: _____ VICE PRES.: _____

SECRETARY: _____ TREASURER: _____

OTHER OFFICERS: _____

ALL MUST ANSWER:

ARE YOU SUBJECT TO FEDERAL BACKUP WITHHOLDING? _____

BIDDER/ CONTRACTOR STATUS FORM
PAGE 2 OF 2

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 BIDDER IS REQUIRED TO SUBMIT A COPY OF THE OSMB's SMALL BUSINESS CERTIFICATION APPROVAL LETTER WITH THE TECHNICAL PROPOSAL PACKAGE.

YOUR SMALL BUSINESS ID NUMBER: _____

PENDING LITIGATION HEARINGS

ARE ANY CIVIL OR CRIMINAL LITIGATION OR ADMINISTRATIVE HEARINGS CURRENTLY PENDING AGAINST THE BIDDER'S ORGANIZATION, OWNERS, OFFICERS, OR EMPLOYEES? YES _____ NO _____

IF YES, PLEASE STATE THE CASE NUMBER, AGENCY, OR COURT WHERE PENDING AND STATUS OF LITIGATION OR HEARING:

THE ASSOCIATION RESERVES 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 OF 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 BIDDER/ CONTRACTOR.

SIGNATURE

DATE

PRINT NAME

IF THIS STATUS FORM IS NOT COMPLETELY FILLED OUT, SIGNED AND SUBMITTED WITH BIDDER'S RESPONSE TO THE RFP, THE BID WILL BE REJECTED AS NON-RESPONSIVE. ANY FALSE OR MISLEADING INFORMATION WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE.

FINANCIAL PROPOSAL BID FORM
Security and Crowd Control Services

FINANCIAL PROPOSAL

CLASSIFICATION

PRICE

Security Guard \$_____

Arena Supervisor \$_____

Arena Director/Event Coordinator \$_____

This proposal will be awarded to the **LOWEST approved companies'** financial proposal submitted.

Proposer Signature: _____ Date _____

Title: _____

NOTICE OF PROPOSED CONTRACT AWARD

Request For Proposals #S08-58

DATE POSTED:

The 1-A District Agricultural Association announces the proposed award of a contract for One Year Event Security and Crowd Control Service (One Year Plus Two One-Year options) to:

If no protest is filed by 5:00 PM on June 24, 2008 the award is final.

**DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM REQUIREMENTS**

STD. 840 (REV. 3/2007)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.**

Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**

Complete: STD. 840, Section A (check the box on this form),
STD. 840, Section B (for GFE Steps 1 & 2),
STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

B. Documentation of Good Faith Effort Steps 1 and 2 – Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

Date Contacted / /	Contact Name	Telephone Number () ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Services (OSDS)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 375-4940	Contact Name	☐ I contacted the OSDS for a list of California certified DVBEs.
	Date / /	Internet Address www.pd.dgs.ca.gov/smbus		☐ I searched the OSDS online database to identify California certified DVBEs.
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address www.ccr.gov/	☐ I searched the federal online database for California DVBEs.
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (www.pd.dgs.ca.gov/smbus – select "DVBE Resource Packet")

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () www.
Describe Result			

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 3/2007) (REVERSE)

C. Documentation of Good Faith Effort Steps 3, 4 and 5 – Full information must be provided.

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications and a sample advertisement format); unless the paper is an approved dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /
☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.		
Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /

STEP 4 & STEP 5. Document your completed contacts with (Step 4) and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be explained. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations must be attached. Delivery confirmations should also be attached and submitted with the bid.

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () ext.	Fax Number ()	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () ext.	Fax Number ()	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () ext.	Fax Number ()	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Attach additional pages (OR USE STD. 840A) to list all other DVBE contacts