



SANTA CLARA COUNTY FAIRGROUNDS MANAGEMENT CORPORATION

(“SCCFMC”)

REQUEST FOR PROPOSALS

FOR

SECURITY SERVICES

SEPTEMBER 23, 2024

RFP #101

Proposals must be submitted to:

SCCFMC

Attn: Director of Finance

344 Tully Road

San Jose, CA 95111

By 4:00 PM

Friday, October 18, 2024

**REQUEST FOR PROPOSAL
FOR
SECURITY SERVICES**

Proposal Due Date: October 18, 2024

SCOPE OF SERVICES

A. OVERVIEW

The Santa Clara County Fairgrounds Management Corporation (“**SCCFMC**”) seeks proposals from experienced, licensed private security companies to provide uniformed and unarmed security guard services for premises security, crowd control, private events, and SCCFMC-hosted events including the Annual County Fair held at the Santa Clara County Fairgrounds (“**Fairgrounds**”) located at 344 Tully Road, San Jose, CA 95111. SCCFMC operates the Fairgrounds pursuant to the terms and conditions of the Amended and Restated Management Agreement between SCCFMC and the County of Santa Clara (“**County**”), dated January 1, 2020, as may be subsequently amended (“**Management Agreement**”). SCCFMC shall contract directly with the security company for these services.

SCCFMC requires a bonded firm with a minimum of three years of unarmed security guard services experience within the last five years to provide a wide range of unarmed security guard services throughout the Fairgrounds, from small to large deployments, including in the event of a Declared or Proclaimed Disaster or Emergency event. The Contractor must be able to provide exceptional customer service.

B. BACKGROUND

SCCFMC enters into license agreements with clients for the temporary use of the buildings and spaces on the Santa Clara County Fairgrounds for community and private events, including Trade Shows, Home Shows, RV Shows and Sales, Corporate Meetings, Team Building, Weddings, Quinceañeras, Concerts and Festivals, Auto Shows, Fundraisers, and other indoor and outdoor events. SCCFMC also plans and hosts an annual County Fair which is held in late July/early August at the Fairgrounds.

SCCFMC operates an Off-Track Betting (OTB) Facility every Wednesday through Sunday and on holidays that are observed on a Monday.

Security for the facilities and grounds is provided 24 hours each day of the week. The premises are open to the public between the hours of 7:00 a.m. until 7:00 p.m. on weekdays. The service hours on an annual basis may fluctuate and are contingent upon the level of event activities scheduled throughout the year.

The schedule for security services varies based on each individual event and can range from four to ten hours per event. A schedule of services and security needs will be prepared by SCCFMC's Event staff and provided to the Contractor at least two weeks in advance of events.

C. BUSINESS REQUIREMENTS

1. GENERAL:

- a. In case of a Declared or Proclaimed Disaster or Emergency event, Contractor shall provide SCCFMC with priority assignment of personnel for multiple posts/gates as required.
- b. Contractor shall furnish all necessary supervision, labor, uniforms, materials, and services in accordance with the provisions, terms, and conditions set forth in the contract. All services shall be performed in a professional manner. All services shall be performed within the Santa Clara County Fairgrounds and in accordance with the instructions of the Agreement.
- c. The selected contractor will enter into an agreement with SCCFMC to provide security services at the Santa Clara County Fairgrounds to secure the facilities and grounds, including security services during private and public events held at the Fairgrounds, in accordance with the requirements identified below.
- d. Contractor shall maintain a log of security personnel assigned and provide the SCCFMC a weekly report of such log.
- e. Contractor shall provide the SCCFMC with a timely incident report. Incident report shall include date/time, name of the guard, location, detailed description of the incident and follow up resolution.

2. BONDING:

Contractor and assigned personnel shall be bonded.

3. LICENSE AND PERMITS:

Contractor and assigned personnel shall possess all licenses and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Contractor shall obtain all approvals and permits from the County of Santa Clara Sheriff's Office required under Santa Clara County Ordinance Code Division B15 for operation in unincorporated areas, including the Fairgrounds. Furthermore, Contractor shall possess a business license as required from local jurisdictions. A copy of the required licenses and permits shall be submitted to SCCFMC.

All assigned security guards will act in accordance with all California Bureau of Security and Investigative Services (BSIS) policies and regulations and follow the lawful direction of SCCFMC's Executive Director or Director of Operations. All assigned security guards will have a current California Guard Card. Contractor shall have a current California Private Patrol Operator (PPO) license that is in good standing.

4. 24-HOUR COMMUNICATIONS CAPABILITY:

Contractor shall maintain a 24-hour communication response capability. Contractor shall supply its own communications equipment, including pagers, radios, cellular phones, and chargers, and shall be solely responsible for the proper operation of such equipment.

5. UNIFORMS AND EQUIPMENT:

Guards will arrive to work in a timely manner in an appropriate and presentable uniform as outlined below.

Uniform Standards:**A. General**

- i. Guards will carry **NO** firearms. Guards will not carry or arrive in possession of the following items – any knife excluding a utility tool, OC Spray, Mace, Baton or Asp, Taser or stun gun, zip ties, or handcuffs. This restriction applies even if the guard has the appropriate state, BSIS, or civilian licenses to carry the restricted items. Guards may carry a flashlight.
- ii. Uniform shirts must either be blue or black.
- iii. All uniform shirts must be approved by the SCCFMC's Executive Director.
- iv. All uniform Class A shirts and polo shirts must be tucked in at all times.
- v. Shirt must have the contractor's company logo on the sleeve.
- vi. A gold or silver badge must be worn or sewn to the shirt. Badge does not need a number. Badge must be worn on the upper left side of shirt.

- vii. Black shoes are required.
- viii. ID tag, name plate or SCCFMC ID (if approved for issue) must be worn.
- ix. Baseball caps are approved but the cap must be blue or black and bear the security company's name, logo, or the word "SECURITY" only.
- x. Guards must maintain a reasonable standard of grooming and hygiene.
- xi. Guard must always have their BSIS guard card or a physical or digital picture of the card on their persons.
- xii. Contractor shall provide communication, i.e., pagers, 2-way radios and/or cellular phones, to employees who are assigned to work on the contract at no additional expense to SCCFMC.

6. DUTIES AND OPERATING PROCEDURES:

Typical duties of the security guards at the Fairgrounds include, but are not limited to, the following:

- Maintain post positions including standing or sitting for an extended period of time at various entrances, parking lots, information booths, or designated bar stands.
- Walk patrol including vertical structures, parking lots, and the grounds.
- Mobile patrol in a security vehicle, bike, or golf cart.
- Check all exterior doors of buildings to ensure that they can be locked with a key and are functional. If there is a problem, then notify SCCFMC management immediately and stand-by for instructions.
- Check all fire extinguishers to ensure proper operation.
- Observe and report incidents or events to the assigned SCCFMC representative using the forms provided by SCCFMC.
- Ensure that room capacities are not exceeded and are consistent with state and local restrictions.
- Ensure only guests over the California legal drinking age of 21 are consuming alcohol. Prevent the removal of alcoholic beverages by patrons from SCCFMC property.
- Enforce parking policies and traffic control in SCCFMC's parking lots.
- Immediately contact local police, fire, or EMS services in the event of disturbance, breach of peace, or other types of emergencies.
- Document daily events in a written or computerized daily activity report.
- Check-out, retain, and check-in using an assigned access ID or physical key.
- Lock doors and or check locked doors upon closing; unlock and check for open doors upon building openings.

- Ensure all guests and visitors have exited the buildings and premises and provide security for SCCFMC's employees walking to their cars after events, as needed.
- Escort any SCCFMC employee(s) while transporting money to and from a secured area.
- Check restrooms periodically, but no less than once per hour.
- Open and lock gates based on assigned hours.
- Coordinate with SCCFMC management/event staff in connection with individual event activities for additional assignments.
- Possess a handheld radio or phone at all times and to use for official responsibilities while on duty.
- Interact with the public and SCCFMC or County employees in a courteous and professional manner; answer questions or direct customers to the appropriate SCCFMC or County representative.
- Assist with emergencies by providing crowd control, traffic control, witness information, evacuation support, or other duties reasonably assigned to a security guard.
- Prevent trespassing on, damage to, or theft of Fairground's property.
- Report any unsafe or dangerous conditions or circumstances to the SCCFMC's Executive Director and/or Director of Operations.
- Enforce "No Smoking" ordinance.
- Complete closing procedures as coordinated with SCCFMC management.
- Contractor shall review the security guard duties, operating procedures, and performance of security guards with the SCCFMC's Executive Director and Director of Operations on a quarterly basis or sooner if necessary. Duties and operating procedures shall be updated as necessary to ensure an optimum level of service and documentation of duties and operating procedures.

7. OTB - ADDITIONAL DUTIES AND OPERATING PROCEDURES:

Additional security services/duties for the OTB facility shall include but not be limited to the following:

1. Patrol the facility frequently including the designated parking lot areas.
2. Check points of entry while OTB employees begin the opening process during scheduled hours of operation.
3. Patrol the interior of the OTB facility, including the Turf Club.

4. Turn on all television monitors. Unlock and open the patio Tote Stations only after OTB management gives clearance.
5. Watch OTB mutuel line (pari-mutuel employees) and complete all requests to post race results and other items on the bulletin boards.
6. Escort any OTB or mutuel employee while transporting money to or from the secured area.
7. Respond to requests for Tote machine malfunctions and other customer services by immediately informing OTB staff and wait until Tote employee arrives.
8. Meet with relief Licensed Security Guard and provide a briefing of the daily activity.
9. Conduct interior patrols and monitor the customers' east side of the OTB area.
10. Assist fellow Licensed Security Guards and OTB employees.
11. Complete shift paperwork and brief the Satellite Wagering staff regarding unusual shift occurrences. Secure keys prior to leaving the premises.
12. Remain on site until the last mutuel clerk's shift is completed for that day.
13. Provide security coverage at Gate C - pedestrian gate during hours of operation.

SCCFMC management will provide specific requirements for each facility and event requirements on a case-by-case basis. SCCFMC anticipates between four (4) and six (6) guarded posts for standard operations. Contractor shall have the capacity to meet SCCFMC's full security needs.

8. RESPONDING AND REPORTING:

Assigned personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by the SCCFMC's Executive Director or Director of Operations.

9. INCIDENT REPORTS:

The contractor shall furnish a written report for each incident of injury, security, or law violation. Contractor shall furnish a written report within 24 hours of the incident to the SCCFMC's Executive Director or Direction of Operations.

10. COOPERATION WITH LAW ENFORCEMENT OFFICERS:

Contractor and assigned personnel shall cooperate with law enforcement officers from local jurisdictions and the County of Santa Clara. For example, assigned personnel may assist with crowd control, if appropriate, in the event of an incident at the Fairgrounds.

11. DAILY FIELD ACTIVITY REPORT:

One security guard on each shift shall be assigned by the Contractor to maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such report shall be delivered to the SCCFMC's Executive Director and/or Director of OTB and Operations.

12. ADDITIONAL PERSONNEL:

The Contractor shall provide additional personnel upon twenty-four (24) hours advance written notice at the contracted rate. Contractor shall assure the SCCFMC that Contractor will maintain a reasonable number of trained backup personnel ready to assume assignment upon request by the SCCFMC.

13. SCHEDULE CHANGE:

SCCFMC reserves the right to make schedule changes upon forty-eight (48-hour) advance written notice to the Contractor. Schedule changes shall not affect the billing rate agreed upon.

14. DOUBLE SHIFTS:

Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24) hour period. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hours period.

15. HOLIDAYS:

Although the SCCFMC office is closed, security services are required on the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Presidents Day
- Cesar Chavez Day
- Juneteenth Day
- Memorial Day
- Fourth of July
- Labor Day
- Indigenous Peoples Day

- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day after Christmas Day
- New Year's Eve Day

16. DOUBLE BANKING:

Whenever it becomes necessary to assign or reassign an individual to a post, Contractor shall arrange, at its own expense, to have the new individual "double bank" with an experienced employee prior to having the experienced individual take over any post on his or her own. The Contractor shall bear the associated expense for this double banking.

17. USE OF FORCE/CITIZENS ARRESTS:

Security Guards shall evade, escape or flee all physical altercations as a first option and report the incident to SCCFMC staff. Any use of force by the Security Guard must be executed only in defense of self, an SCCFMC employee, or guest and never for the protection of SCCFMC property or personal property. All force must be reasonable and terminate when threat or attack ceases. Security Guards shall not chase any subject or leave the property during patrol hours. If a Security Guard chases any subject or leaves the SCCFMC property during patrol hours, such Security Guard is acting within their own regard and outside the scope of their SCCFMC contractual duties.

California citizen's arrests are not allowed unless there is an emergency and executed only in defense of self, an SCCFMC employee, or guest, and never for protection of SCCFMC property or personal property. California citizen's arrests must be performed properly under the related California Penal Code and turned over to law enforcement immediately. Security Guards have no "detainment" power, shall not detain any subject for any reason, and shall not operate under the California Merchant's Privilege.

D. ASSIGNED PERSONNEL QUALIFICATIONS

1. BONDING:

All security guards must be bonded.

2. BACKGROUND CHECK:

Contractor shall certify that all personnel have successfully passed a criminal background check prior to assignment to the SCCFMC. Specifically, security guards may be required to pass a fingerprint check conducted by the California Department of Justice (DOJ) or complete other background checks. SCCFMC reserves the right to review the personal background and conduct further security clearances on the Contractor's assigned personnel. In such cases, the Contractor shall cooperate with the SCCFMC's Executive Director and/or Director of Operations or the County of Santa Clara authorities and furnish the name of persons who may be assigned for completing a more thorough detailed check. The following information shall be provided to SCCFMC upon request:

- Date of birth,
- Social Security number,
- California driver's license number,
- Current address,
- All background information required by SCCFMC or the County.

In SCCFMC and/or the County's sole discretion, any person or persons not acceptable to SCCFMC or the County shall be prohibited from working under the executed contract.

3. SUPERVISION:

Contractor shall provide supervision of all assigned personnel for all services. Contractor employees in a supervisory position shall conduct on-site inspections of assigned security personnel at least twice a week. Supervisors shall have prior security experience, knowledge and understanding of the operational aspect of the security business, and have an ability to teach, guide and direct effectively.

4. GUARD EDUCATION AND EXPERIENCE:

Assigned personnel shall possess, at a minimum, either a high school diploma or a General Equivalency Diploma (G.E.D.). Assigned personnel should have a minimum of one (1) year experience in similar security work, be persons of mature judgement, and be able to think and act quickly in an emergency. They must also possess, at the time of assignment, a current permanent Guard Registration Card, issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services, which allows them to be employed by a licensed agency for a two-year period. No employer or employee is exempt from this requirement. This means that the employee is registered with the State of

California and has been successfully investigated by the California Department of Justice, Bureau of Criminal Identification and Information.

5. ENGLISH LANGUAGE REQUIREMENT:

All assigned personnel shall be able to read, speak, understand, and write the English language. Specifically, assigned personnel shall be able to report emergencies to 911 and to SCCFMC staff, including the ability to write clear and legible Incident Reports. Assigned personnel must be able to read and understand all posted warning and danger signs of potential hazards and safety instructions. Clear and effective communication is essential to ensuring the safety and security of our operations, facilitating efficient incident response, and enhancing interaction with our guests.

6. PHYSICAL QUALIFICATIONS:

Medical examination of guards to assure their physical fitness shall be conducted at the Contractor's expense, and annually thereafter or more frequently as determined by the Contractor's examining physician.

7. MENTAL QUALIFICATIONS:

Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with the public and quick action in emergency situations.

8. TRAINING:

Contractor shall provide the following training at no additional expense to the SCCFMC.

- a. Training of newly assigned guards: Contractor will be expected to provide up to eight (8) hours of training to newly assigned guards at each post. In conjunction with SCCFMC's Director of Operations, newly assigned guards shall be taught specific SCCFMC post duties, including emergency procedures and the operation of each building's security alarm system.
- b. Training of substitute guards: Substitute guards shall be taught the post duties of their assignments.
- c. Refresher training: Refresher training shall be provided upon request of the SCCFMC in accordance with industry standards. Refresher training shall be designed to ensure that all security guards are proficient at their post duties. The refresher training shall address any issue brought to the Contractor's attention by the SCCFMC.

d. Health and safety orders:

Contractor shall provide safety training as required by the California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

9. REGISTERED PERSONNEL:

Contractor shall keep records that ensure all assigned guards have received their training, registrations and permits as required by State and local authorities. Additionally, Contractor shall ensure that all guards timely renew their training, registrations, and permits as required by State and local authorities. SCCMC may inspect such documentation at any time upon request.

10. APPEARANCE AND GROOMING:

Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company – complete with badge, company designation patch, nametag, and required communications equipment. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not “accessorize” their uniforms. Assigned personnel shall wear their shirts tucked inside their slacks. Assigned personnel shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture.

Note: SCCFMC reserves the right to dismiss any security guard reporting to duty not properly dressed and equipped for the duration of the shift or displaying any unprofessional conduct. Contractor shall immediately replace the dismissed security guard with another guard who is properly dressed and equipped. In such event, Contractor shall apply a credit to SCCFMC for the subject shift.

11. USE OF SCCFMC EQUIPMENT:

At no time shall assigned personnel use SCCFMC telephones or other equipment for non-SCCFMC or personal business without prior approval of SCCFCM’s Executive Director and/or Director of Operations. Unauthorized use of any SCCFMC equipment may result in the termination of the guard from SCCMC’s assignment.

12. PERFORMANCE:

Poor performance will not be tolerated. SCCFMC reserves the right to refuse or reject any person assigned under the contract with or without cause.

13. REPORTS:

Contractor shall be responsible for processing and submitting a complete and accurate **daily field activity report** of any incidents encountered.

E. TERMS OF AGREEMENT:

1. It is SCCFMC’s intention to award a contract for the above services for a period of one (1) year commencing on January 1, 2025, with two options to extend the contract for additional years. The contract may be extended for an additional one (1) year term by mutual agreement of the parties. Contracts exceeding \$20,000 will require advance approval by the SCCFMC Board.
2. The applying contractor shall calculate and submit charges in connection with this proposal based on an hourly rate. If applicable, please include the minimum number of hours per assignment on the proposal submission form.
3. If a contract is awarded, contractor shall submit detailed invoices to SCCFMC for services rendered on a monthly basis. SCCFMC shall pay for services within thirty (30) days of SCCFMC’s receipt of such invoice.
4. If a contract is awarded, contractor shall be required to enter into a Contractor Agreement with SCCFMC.
5. SCCFMC retains the right to divide the services for facilities and grounds and the events into two separate contracts at its sole discretion.
6. The applying contractor shall be required to maintain insurance coverage as follows and shall provide a certificate of insurance demonstrating compliance.

Commercial General Liability	<ul style="list-style-type: none"> ▪ \$1,000,000 per occurrence ▪ \$2,000,000 general aggregate ▪ \$2,000,000 products/completed operations aggregate ▪ \$1,000,000 personal injury
Automobile Liability (for bodily injury, including death, and property damage)	<ul style="list-style-type: none"> ▪ \$1,000,000 combined single limit covering owned, non-owned, borrowed and hired vehicles

Worker’s Compensation Liability	<ul style="list-style-type: none"> ▪ As required by state statute
Employer’s Liability	<ul style="list-style-type: none"> ▪ \$1,000,000 bodily injury by accident and disease ▪ \$1,000,000 policy limit per occurrence

CONTRACTOR’S general liability coverage shall include the following endorsement, a copy of which shall be provided to the SCCFMC. **Additional Insured Endorsement**, which shall read:

“Santa Clara County Fairgrounds Management Corporation, the County of Santa Clara, the State of California, and the California Fair Services Authority, and members of the County of Santa Clara Board of Supervisors and members of the Santa Clara County Fairgrounds Management Corporation Board of Directors, and each of their/its respective officers, agents, and employees, individually and collectively, as additional insureds.”

7. Contractor shall obtain all approvals and permits from the County of Santa Clara Sheriff’s Office required under Santa Clara County Ordinance Code Division B15 for operation in unincorporated areas, including the Fairgrounds.
8. The applying contractor shall agree to conduct background checks on all employees assigned to provide services pursuant to this agreement and shall verify that each guard has a current California Guard Card.

F. PROPOSAL FORMAT:

To ensure that all necessary information is submitted and that all proposals are evaluated equally, please submit your written proposal in the following format:

1. PROPOSAL SUBMISSION FORM: Please complete the Proposal Submission Form attached to this RFP. Please place the form as the first page of your proposal for identification purposes.
2. COVER LETTER. Provide a signed cover letter indicating your expertise and reason for submittal, including the following:
 - a. Statement that all security guards provided to SCCFMC will possess a valid, permanent security guard registration card issued by the State of California.

- b. Statement of qualifications indicating the applying contractor’s ability and willingness to perform the above duties, commencing on January 1, 2025, in accordance with the terms of this proposal and the Contractor Agreement.
- 3. REFERENCES. Provide at least three (3) client references whose facilities are comparable in size, profile and security service hours to SCCFMC within the last five (5) years. Include company name, address, contact person, and contact number.
- 4. LICENSES and INSURANCE. Please include the following items:
 - a. Copy of valid State Private Patrol Operator License.
 - b. Copy of current Business License or statement of intent to obtain one if selected for these services.
 - c. Copy of current commercial general liability, automobile insurance, and worker’s compensation insurance policy.

G. RFP SCHEDULE

SCCFMC’s tentative schedule for review of the proposals and selection is as follows:

Tentative Date:	Action Item:
September 23, 2024	RFP Packages Available
September 23, 2024	RFP Posted to SCCFMC’s website.
October 4, 2024	Deadline to submit questions in writing to Sandy Shayesteh at sshayesteh@thefair.org
October 11, 2024	SCCFMC to issue addendum addressing all questions submitted in writing
October 18, 2024	Proposals due by 4:00 p.m.
October 29, 2024	Interviews with selected applicants
November 20, 2024	SCCFMC Board approval
January 1, 2025	Services commence

H. REQUEST FOR INFORMATION

Questions regarding this RFP shall be submitted in writing to Sandy Shayesteh at sshayesteh@thefair.org no later than Friday, October 4, 2024, at 4:00 p.m. An addendum addressing all questions will be issued no later than Friday, October 11, 2024.

I. PROPOSAL SUBMITTAL

Written proposals are due 4:00 p.m. on or before Friday, October 18, 2024. SCCFMC is not responsible for non-receipt of proposals sent by mail or courier.

Please submit two (2) sealed copies of your proposal to Sandy Shayesteh, Director of Finance, Santa Clara County Fairgrounds Management Corporation, 344 Tully Road, San Jose, CA 95111. Clearly mark on the outside of the envelope "SCCFMC Security Services Proposal".

SCCFMC reserves the right to reject any or all proposals and to determine which proposal is the best submission by a responsible candidate and meets the qualifications and expertise to perform security services at the Santa Clara County Fairgrounds. SCCFMC also reserves the right to waive any informality in any proposal or bid.

J. BID PROTEST

SCCFMC will send an email to all entities that responded to the solicitation (collectively, "proposers") informing each of the proposers that was selected or deemed to be a finalist. A proposer whose proposal was not selected or not deemed to be a finalist may file a written protest within five (5) business days of issuance of the email. SCCFMC reserves the right at its sole discretion to continue with the solicitation process including proceeding with negotiations, award, and/or commencement of the contract with the successful proposer while a protest is pending. Protesters must follow the procedures outlined below.

1. Filing a Protest

The protest must be in writing and submitted via email. The party filing the protest must be a proposer of the solicitation referenced. Only proposers or their authorized representative(s) may file a protest. The protest and all supporting documentation must be emailed to Sandy Shayesteh, Director of Finance at sshayesteh@thefair.org so that it is received no later than 5:00 p.m. Pacific Time of the fifth business day after the email notifying proposers of SCCFMC's recommendation to award or selection. The following must be written on the subject line of the protest email: "Protest Relating to [SOLICITATION NUMBER]." Any protests filed by persons or entities not eligible to protest, not received by the deadline, that do not include correct identifying information, or all required information as set forth herein and below or are sent to any person other than the designated SCCFMC personnel may be rejected or dismissed by SCCFMC at the SCCFMC's sole discretion.

2. Contents of a Protest

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone number of the protester; (2) authorized signature of the protester or its representative(s); (3) clearly state the grounds for the protest as set forth below and the evidence and/or credible allegations supporting each ground; (4) copies of any relevant documents; and (5) the form of relief requested. The protester may not present any additional grounds, evidence, allegations, or arguments for protest after submission unless requested by the SCCFMC.

3. Grounds for Protest

Protests may only be based on the following grounds and must be supported by evidence and/or credible allegations of:

- a. A material error made by SCCFMC officials or evaluation team members.
- b. Misconduct or impropriety by SCCFMC officials or evaluation team members;
or
- c. Abuse of discretion or process by SCCFMC officials or evaluation team members. A difference of opinion regarding the scoring or points awarded a solicitation response in any or all categories does not constitute a material error, abuse of discretion or process, or misconduct, by SCCFMC officials or evaluation team members.

4. Protest Resolution Process

Upon receipt of a timely protest, SCCFMC will review and attempt to resolve the protest. SCCFMC may use all available resources and information, including soliciting information from, and revealing information to, other entities or sources in its attempt to resolve the protest and shall issue a verbal or written response to the protest. The protester may withdraw its protest at any time, including before or after receiving the response. SCCFMC will typically communicate to the protester via email within five (5) business days of receiving the protest. SCCFMC in its sole discretion may extend the time for the decision.

K. EVALUATION, NEGOTIATIONS AND AWARD PROCESS**1. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal follows the requirements of this RFP, includes all documentation, is submitted in the required format, timely submitted, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being rejected.

2. Evaluation Criteria and Proposal Evaluation

Proposals will be evaluated by assigned SCCFMC staff (Evaluation Team) who will independently evaluate, and rate proposals based on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per each team member.

- | | |
|--|------------------|
| a. Ability to meet the functional requirements; | 35 points |
| b. Ability to meet the technical requirements; | 35 points |
| c. Experience, financial strength, references, and reputation of proposer; | 20 points |
| d. Price Proposal. | <u>10 points</u> |
| | 100 total points |

The Evaluation Team will review, evaluate, and score the proposals. The highest ranked responses may be recommended for another follow up evaluation at SCCFMC's discretion. SCCFMC reserves the right to conduct as many rounds of evaluations as it deems appropriate. Each round of evaluation may result in modification of scores, further clarification or addenda being issued, and changes in the RFP process. If a proposal is not in the competitive range, the SCCFMC at its sole discretion may eliminate the proposal for further consideration.

3. Negotiations

The SCCFMC may direct negotiations with the highest ranked proposer, negotiations with multiple proposers, and/or may request best and final offers. The discussions may include price and conditions attendant to price. Each Proposer agrees that its proposal shall constitute a firm offer that it is bound to, and that SCCFMC may accept for at least one year after the closing of the Solicitation.

The SCCFMC always reserves the right to terminate or suspend negotiations and may begin negotiations with the other proposer(s). This process may continue until a contract acceptable to the SCCFMC has been executed or all proposals are rejected. No proposer shall have any rights against the SCCFMC arising from such negotiations, suspensions, or terminations thereof.

4. Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the SCCFMC's Board of Directors for final approval. All proposers will be notified in writing of the decision with respect to the contract award. The SCCFMC's decision of whether to make the award and to which Proposer shall be final.

**SANTA CLARA COUNTY FAIRGROUNDS MANAGEMENT CORPORATION
 SECURITY SERVICES RFP #101
 PROPOSAL SUBMISSION FORM
 OCTOBER 2024**

Legal Business Name: _____

Contact Person and Title: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Number of Years in Business (*): _____

Number of Security officers on staff: _____

Proposed Hourly Rates

	<u>Hourly Rate per Guard</u>
Weekdays (Monday –Friday)	
Weekends (Saturday, Sunday)	
Holidays (Provide List)	
Other special conditions or rates (Describe below)	

Owner’s Signature: _____

Date: _____

(*) Proposer shall provide a list of five references and work experience including a summary of detailed services for the past five years.