



**SANTA CLARA COUNTY FAIRGROUNDS MANAGEMENT CORPORATION**

**("SCCFMC")**

**REQUEST FOR PROPOSALS**

**FOR**

**SECURITY SERVICES**

**OCTOBER 1, 2020**

**RFP #100**

**Proposals must be submitted to:**

**SCCFMC**

**Attn: Director of Finance**

**344 Tully Road**

**San Jose, CA 95111**

**By 4:00 PM**

**Thursday, October 29, 2020**

**REQUEST FOR PROPOSAL  
FOR  
SECURITY SERVICES**

**Proposal Due Date: October 29, 2020**

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**REQUEST FOR PROPOSAL (“RFP”)**

The Santa Clara County Fairgrounds Management Corporation (“SCCFMC”) seeks proposals from experienced, licensed private security companies to provide uniformed, unarmed and crowd control security officer services for premises security, private events and SCCFMC hosted events including the Annual County Fair at the Santa Clara County Fairgrounds located at 344 Tully Road, San Jose, CA 95111. SCCFMC operates the Fairgrounds pursuant to the terms and conditions of a Fairgrounds Management Agreement (“Amended and Restated Management Agreement”) entered into between SCCFMC and the County of Santa Clara (“County”). SCCFMC shall contract directly with the security company for these services.

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**SCOPE OF WORK**

The selected contractor will enter into agreement with SCCFMC to provide security services at the Santa Clara County Fairgrounds to secure the facilities and grounds and may include private and public events held at the Fairgrounds in accordance with the requirements identified below.

All assigned security officer(s) 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. The officer will have a current California Guard Card. Contractor shall have a current California Private Patrol (“PPO”) license that is in good standing.

Officers will arrive to work in a timely manner in an appropriate and presentable uniform. Security uniform must clearly state “Security”, have valid company patches on both sleeves and the officer must have a fabric or physical security badge affixed to patrol Class A shirt or polo patrol shirt. Badges will not be allowed to be worn around the neck or on the belt. No officer will ever be in plain clothes.

Officers will not carry or arrive in possession of the following items - any knife excluding a utility tool, OC Spray, Mace, Baton or Asp, firearm, Taser or stun gun, paintball gun, zip ties, or handcuffs. These restrictions apply even if the officer has the appropriate state or civilian licenses to carry those items. The duties an officer(s) would be expected to execute are the following:

1. Post positions including standing or sitting for an extended period of time at various entrances; parking lots; information booths or designated bar stands.
2. Walk patrol including vertical structures, parking lots and the grounds.
3. Mobile patrol in a security vehicle, bike or golf cart.
4. Observe and report incidents or events to the assigned SCCFMC representative.
5. Ensure that room capacities for events are not exceeded.
6. Ensure only guests over the California legal drinking age of 21 are consuming alcohol.
7. Enforce parking policies in SCCFMC's parking lots; traffic control in SCCFMC's parking lots only.
8. Contact local police, fire or EMS services in the event of a disturbance; breach of the peace, or other emergency.
9. Document daily events in a written or computerized daily activity report.
10. Check-out, retain and check-in an assigned access ID card or physical key.
11. Lock doors and or check for locked doors upon closing AND unlock and check for open doors upon building openings.
12. Ensure all guests and visitors have exited the buildings and premises and provide security for SCCFMC's employees walking to his or her car after an event, as needed.
13. Open and lock gates based on assigned hours.
14. Use a handheld radio or phone.
15. 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.
16. Assist with emergencies by providing crowd control, traffic control, witness information, evacuation support or duties considered reasonable of a security officer.
17. Evade, escape or flee all physical altercations as a first option and report the incident. Any use of force must be executed only in defense of self, SCCFMC or County employee, customer and not for protection of SCCFMC property. All force must be reasonable. Officers will not chase any subject nor leave the property, if so; they are acting within their own regard and outside the scope of their SCCFMC duties.
18. Citizen arrests are not allowed unless there is an emergency situation and only in defense of self, SCCFMC or County employee, or customer. Officers have no "detainment" power nor will operate under the California Merchant's Privilege.

**BACKGROUND**

SCCFMC enters into license agreements with clients for the temporary use of the buildings and or 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 and Sales, Fundraisers, and any indoor and outdoor event.

Security for the facilities and grounds is provided 24 hours every day of week. The premises are open to the public between the hours of 7:00 a.m. until 7:00 p.m. on weekdays. For the past three years, SCCFMC has required an average of 15,000 hours of security services per 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 will be prepared by SCCFMC's Event staff at least two weeks in advance of events.

**TERMS OF AGREEMENT**

1. It is SCCFMC's intention to award a contract for the above services for a period of two (2) years commencing on January 1, 2021. The contract may be extended for an additional one (1) year term by mutual agreement of the parties.
2. The Security Company 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. The SCCFMC shall pay for services within thirty (30) days after Security Company submits a detailed invoice.
4. The Security Company shall be required to enter into a Contractor Agreement, a sample attached for reference.
5. The SCCFMC retains the right to divide the services for facilities and grounds and the events into two separate contracts at its sole discretion.

5. The Security Company shall be required to maintain the level of insurance as follows:

Commercial General Liability	<ul style="list-style-type: none"> <li>▪ \$1,000,000 per occurrence</li> <li>▪ \$2,000,000 general aggregate</li> <li>▪ \$2,000,000 products/completed operations aggregate</li> <li>▪ \$1,000,000 personal injury</li> </ul>
Automobile Liability (for bodily injury, including death, and property damage)	<ul style="list-style-type: none"> <li>▪ \$1,000,000 combined single limit covering owned, non-owned, borrowed and hired vehicles</li> </ul>
Worker’s Compensation Liability	<ul style="list-style-type: none"> <li>▪ As required by state statute</li> </ul>
Employer’s Liability	<ul style="list-style-type: none"> <li>▪ \$1,000,000 bodily injury by accident and disease</li> <li>▪ \$1,000,000 policy limit per occurrence</li> </ul>

6. The Security Company shall be listed as one of the companies approved by the County of Santa Clara Sheriff’s office.

7. The Security Company shall agree to conduct background checks on all employees assigned to this agreement and shall verify that each officer has a current California Guard Card.

**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 on top 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 officers provided to SCCFMC will possess a valid, permanent security guard registration card issued by the State of California.

- b. Statement of qualifications indicating the Company’s ability and willingness to perform the above duties, commencing on January 1, 2021 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.

**RFP SCHEDULE**

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

<b>Tentative Date:</b>	<b>Action Item:</b>
October 1, 2020	RFP Packages Available
October 1, 2020	RFP Posted to SCCFMC’s website
October 15, 2020	Deadline to submit questions in writing to Sandy Shayesteh at <a href="mailto:sshayesteh@thefair.org">sshayesteh@thefair.org</a>
October 22, 2020	SCCFMC to issue addendum addressing all questions submitted in writing
October 29, 2020	Proposals due by 4:00 p.m.
November 4, 2020	Interviews with selected applicants
November 25, 2020	SCCFMC Board approval
January 1, 2021	Services commence

**REQUEST FOR INFORMATION**

Questions regarding this RFP shall be submitted in writing to Sandy Shayesteh at [sshayesteh@thefair.org](mailto:sshayesteh@thefair.org) no later than Thursday, October 15, 2020 at 5:00 p.m. An addendum addressing all questions will be issued no later than Thursday, October 22, 2020.

**PROPOSAL SUBMITTAL**

Written proposals are due 4:00 p.m. on or before Thursday, October 29, 2020. 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.

**BID PROTEST**

Any bid protest must be in writing and received by November 9, 2020, before 5:00 p.m. no later than two (2) working days following the Notice to Award/Notice of Intent to Award [after bidders are notified of bid results via an e-mail] (the "Bid Protest Deadline") and must comply with the following requirements:

1. Only a bidder who has actually submitted a Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. The protested bidder may submit a written response to the protest, provided the response is received by November 9, 2020 by 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation.

Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder. Protested bidder must concurrently transmit a copy of the response and all supporting documents by fax or by e-mail, by or before the Response Deadline, to the protesting bidder and any other bidder who has reasonable prospect of receiving an award depending upon the outcome of the protest.

5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.



**SANTA CLARA COUNTY FAIRGROUNDS MANAGEMENT CORPORATION**  
**SECURITY SERVICES RFP #100**  
**PROPOSAL SUBMISSION FORM**  
**October 2020**

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**

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

Owner's Signature: \_\_\_\_\_

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