



SAN MATEO COUNTY EXPO & FAIR ASSOCIATION

dba

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

STAGES & LIGHTS

REQUEST FOR PROPOSAL

RFP NUMBER 2017-102

Contact Person: Dana Stoehr, CEO
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Date Released: August 1, 2017

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PART I DEFINITIONS

ASSOCIATION

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

CONTRACTOR

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

BIDDER/PROPOSER

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

RFP

Request for Proposal

RESPONSIVE

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

QUALIFIED/RESPONSIBLE BIDDER:

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

LICENSEE:

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

PART II

GENERAL INFORMATION

The San Mateo County Event Center hereby referred to as Association in releasing this RFP intends to award a contract for a period of three (3) years, for the purpose of providing stages and lights for both the annual San Mateo County Fair in 2018, 2019, 2020, and for the San Mateo Event Center on a year round basis.

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. If agreed upon by both parties, Contractor and SMCEC will have an option to renew contract an additional two (2) years (2021 & 2022) subject to annual evaluations of Contract performance, and the Operator meeting all qualifying requirements. Annual evaluation will take place in July after the conclusion of the county fair.

PROPOSER RESPONSIBILITY

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

DELIVERY OF PROPOSALS

Deliver three (3) copies, with original signatures, to the Association's Administration Office no later than Friday, September 1, 2017 at 5:00 p.m. No proposals shall be considered which have not been received at the place, and prior to the indicated time, stated in this PRF. Envelopes must have the company name on the outside and be addressed as follows:

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

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

Proposals are not to be delivered to any address other than what is provided above.

CONTRACT AWARD

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

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

TENTATIVE SCHEDULE

RFP Released	August 1, 2017
Last date for questions	August 18, 2017
Response to questions (all questions shared with all RFP Recipients)	August 24, 2018
Proposals due at San Mateo County Event Center no later than 5:00 p.m.	September 1, 2017
Proposals opened	September 11, 2017
Interview, if necessary, to clarify proposals Opening & Interviews are not public	September 12-13, 2017
Recommendation to Fair Oversight Committee	September 14, 2017 (Thursday)
Decision by Board of Directors	September 27, 2017 (Wednesday)
Notification of Proposal Status	September 28, 2017

Interviews will be schedule September 12-13, 2017. It is anticipated that each interview will last approximately 60 minutes. Specific interview needs, such as screens, projectors, etc. will be taken during scheduling. Competing proposers will not be allowed to sit in on the interviews of other proposers.

INSURANCE

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

The certificate must include:

- . evidence of authorized insurance coverage for the term of the contract which includes set up and tear-down;
- . a 30-day cancellation notice;
- . the Association with address shown as certificate holder; and
- . the additional insured paragraph in the following exact words:

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

CONTACT FOR INFORMATION:

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

Inquiries concerning this RFP will only be accepted via email and are to be directed to:
Dana Stoehr, CEO
San Mateo County Event Center
dstoehr@smcec.co

Inquires must be submitted no later than August 18, 2017. All questions will be answered by August 24, 2017. All questions and responses will be distributed to all proposers who received an RFP.

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

SUBMISSION OF RFP:

To be eligible for consideration, and award of agreement, the proposal must be in the Association's administration office no later than 5:00 p.m. Friday, September 1, 2017.

ERRORS

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

Any ambiguity, conflict, discrepancy, omission, or other error in this RFP, or doubts as to meaning, shall be brought to the Association's attention no later than August 18, 2017. Otherwise, any discrepancies, omissions, ambiguities or conflicts later brought to Association's attention will be interpreted in the best interest of the Association.

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

ADDENDA

If necessary, the Association will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. All proposers should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP. Addendum will be numbered. The first number of an addendum will be A-1.

DEFINITIONS

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

The words "should" or "may" indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

GROUND FOR REJECTION OF THE PROPOSAL

A proposal shall be rejected if:

It is received at any time after the exact time and date set for receipt of proposals.

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

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

A Proposal may be rejected if:

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

It is unsigned.

OTHER INFORMATION

DISPOSITION OF PROPOSALS

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

CONFIDENTIALITY OF PROPOSALS

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

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

MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

A Proposer cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for sixty (60) days" is non-responsive to the RFP.

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

RIGHT TO REJECT ANY OR ALL PROPOSALS

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

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

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

SUBCONTRACTING:

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

PART IV

HISTORY AND GENERAL INFORMATION

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

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

Currently the Association is a single enterprise fund that reports to the County of San Mateo and the State of California, Division of Fairs & Expositions. Annual revenues are approximately 8.5 million dollars. This income is derived from rental of the facility year around, the operation of a Satellite Wagering Facility, and the annual fair. The Association employs 50 people year round and almost 250 during our annual Fair.

Annual San Mateo County Fair:

The San Mateo County Fair dates are:

June	9-17, 2018
June	8-16, 2019 – (Tentative)
June	13-21, 2020 – (Tentative)

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

The hours of the Fair are:

Everyday 11:30am-10:00pm

The San Mateo County Fair is a 9-day long county fair. During those 9 days, performers ranging from individuals to large groups perform on 2 stages, inside buildings as well as on the grounds in various locations. In addition, professional entertainers provide headline entertainment nightly on our Main Stage. In addition to the entertainment on various stages, carnival and food booths, the fair provides a focal point for community members to compete in a variety of events, learn about other cultures, make and display their own creative works and showcase the people, arts, animals and crafts of the peninsula.

Annual attendance Average:	120,000
2017 Attendance:	116,500

The San Mateo County Event Center is located in San Mateo, California, conveniently located near the 92 and 101 freeways and 10 minutes south of the San Francisco International Airport. Operating year round, The San Mateo County Event Center hosts over 1 million patrons annually. The campus features a comprehensive variety of venues

servicing a diverse variety of year round events, which include: concerts, trade and consumer shows, festivals, corporate events, product launches and other unique events.

Facility Highlights include: Over 200,000 sq. ft. of exhibit space located in seven buildings ranging from 5,000 to 105,000 sq. feet. Over 10 acres of beautifully landscaped outdoor grounds provide for a campus like atmosphere. A recreational vehicle area with full hookups is also available.

Identifying, creating and/or defining the available assets and renewable inventory for sponsorship opportunities for both properties will be an integral component of a successful proposal.

THE PROPOSAL SHALL BE CONSTRUCTED TO CONTAIN BOTH METHOD, PAST PERFORMANCE, REFERENCES AND COMPENSATION SOUGHT (See Part V for a more detailed scope of work)

PART V

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

I. SCOPE OF REQUESTED SERVICES

The San Mateo County Event Center, in releasing this RFP intends to award a contract for a period of three (3) years, for the purpose of providing Stages and Lights for the annual San Mateo County Fair in 2018, 2019, and 2020. Performers ranging from individuals to large groups perform on 2 outdoor stages, inside buildings as well as on the grounds in various locations. In addition, professional entertainers provide headline entertainment nightly on our Main Stage. A copy of the 2017 Daily Schedule of Events is available upon request.

The main system needs are as follows:

1. Light System for Main Stage/Professional Concert Stage
2. Portable Stages and Lights system for special events such as opening ceremonies and other special events.
3. Stages and Light systems for the following stages:
 - a. Blues and Brews Stage
 - b. Plaza Community Stage

The bid shall be for the total price on a yearly basis. There shall be no additional charges without an amendment to the agreement signed by both parties.

I. Statement of Work to be Performed and Contract Terms and Conditions

Main Entertainment Stage

Description: The Main Stage is a professional concert performance space with seating capacity for 2,200 people. This stage is used for our professional headlining entertainers and is a free admission show. Shows have traditionally been held at 7:30pm each night of the fair.

Equipment Listing:

(01) Two Truss Lighting Systems
(120) Fixtures
(08) Mac250 Intelligent fixtures
(01) Hog IPC Moving Light Console
(02) Nine Lights
(01) 48 Channel Board
(02) Lycian 1.2 Follow Spots*
(06) Clear Com Stations
(04) Motors w/ Motor Control, Rigging Hardware
All cabling, control, color gel – 200' power

(02) Technicians
(02) 20'x20' Black Velour Drape on Upstage Truss

*Fair to supply Spot Operators

** Fair to supply qualified Stagehands for Load-In and Load-Out

Blues & Brews Stage

Description: The Blues & Brews Stage is located on the North side of Fiesta Hall directly outside of the Expo Café. The stage is used by community based acts throughout the fair with a headliner performing during the evening each day of the fair.

Equipment Listing:

Stage:

(01) 32'x24'03' Stage

(01) 32'x24'16' Cover*

*(Integrated with stage)

(02) 8'x16' Sound Wings

(02) Stair Units w/ Handrail

Handrail and Black Masking

Lighting:

(04) Lamp Bars

(02) Up & (02) Down

(32) Fixtures (16 US & 16 DS)

(1) Lighting Distro Panel

Cable, Control and Color

*Safety Certification – all staging must be accompanied with Engineer Stamps or certified drawing stating that the structure meets all current wind load requirements.

** Fair to supply qualified Stage Hands for Load-In and Load-Out

Plaza Community Stage

Description: The Plaza Community Stage is located on the South of the Jockey Club along the fence line facing the Central Mall area between Sequoia Hall and Redwood Hall. The stage is used by community based acts throughout the fair with a headliner performing during the evening each day of the fair.

Equipment Listing:

Stage:

(01) 32'x24'04' Stage

(01) 32'x24'16' Cover*

*(Integrated with stage)

(02) 8'x16' Sound Wings

(02) Stair Units w/ Handrail

Handrail and Black Masking

Lighting

(04) Lamp Bars

(02) Up & (02) Down

32 Fixtures (16 each UP & DS)

(1) Lighting Distro Panel

Cable, Control and Color

*Safety Certification – all staging must be accompanied with Engineer Stamps or certified drawing stating that the structure meets all current wind load requirements.

** Fair to supply qualified Stage Hands for Load-In and Load-Out

PART VI

FORMAT AND CONTENT REQUIREMENTS

A. Introduction

This part provides instruction 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.

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. There should be three (3) copies of each document within each sealed package. Both sealed packages are to be inserted into a third package and sealed. All packages need to be clearly labeled in the manner described:

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 the bottom starting with the number 1; all pages should be 8 ½” x 11” paper and all narrative portions of the proposal must 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 #2017-103 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, it is 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 above the signature line and dated. If bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

2. “Financial Proposal”

The Financial Proposal Bid Form must be completed and signed.

C. Items to Be Evaluated-Technical Proposal

1. Past Experience and Reputation (Technical Proposal)

Past experience for the previous three calendar years. Attach a complete list of performance history under similar or relevant conditions, i.e., events 9 days or longer with a minimum of 3 stages. Specify overall qualifications of company and business philosophy, attitude, interest in project, integrity, etc.

2. Personnel (Technical Proposal)

Attach a copy of the company's personnel manual and applicable policies or statements of same (i.e. dress code, organizational chart, personal integrity, level of expertise required, etc.). Attach statements of personnel's detailed working knowledge of systems and professional experience. Include statements describing willingness to work with and cooperate with Fair staff, performers and their representatives.

3. References (Technical Proposal)

Attach names, address and telephone numbers of at least 3 business relates references from events, fair or facilities. Submit at least 3 letters of recommendation from any past contractors.

4. County/District Fair Experience of Similar Size/Length (Technical Proposal)

Provide a complete list of fairs contracted within the past five years, with the following information: Manager's name, on-site contact and grounds entertainment coordinators and phone numbers for each.

5. Equipment (Technical Proposal)

- a. A detailed list of all equipment proposed for use at the fair
- b. Condition of the equipment (new, 2 years old, etc.)
- c. Date the equipment was purchased
- d. Ownership of the equipment proposed for use at the fair

6. Financial Proposal

The Financial Bid Form and equipment costs will be reviewed. Include any additional costs in this area.

PART VII

EVALUATION CRITERIA AND SELECTION PROCESS

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

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

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

EVALUATION AND SELECTION

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

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

PART VIII

GENERAL AGREEMENT PROVISIONS

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

A) Term

The agreement shall begin on October 1, 2017 and end on September 30, 2020. The awarded agreement is subject to annual evaluation of Proposer's performance and the Proposer's ability to successfully meet all agreement requirements. The Association at their sole option may negotiate one two year extension to this contract.

B) Indemnification and Liability

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

C) Independent Capacity

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

D) Insurance Requirements

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

E) Non-Discrimination Clause

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

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

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

F) Conflict of Interest

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

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

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

G) Drug-Free Workplace Certification

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

H) Compliance With Law

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

I) Attorneys' Fees

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

J) Merger

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

K) Time is of the Essence

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

L) Severability

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

M) Captions

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

PART IX

SCORING OF RFP

2017 RFP Proposal

Scoring for Sound Equipment

Total Score out of 100

1. Ability of Proposer to provide Sound Equipment for Annual County Fair: 30
2. Proposer's Experience & Ability to Perform: 10 Points
3. Cost: 50 Points
4. Client References and Compliance with RFP: 10 Points

PART X

FORMS TO BE USED IN THE RELEASE OF THIS RFP

A) FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY BIDDER

- 1) Contractor Status Form (3 pages)
- 2) Financial Proposal (1 page)

2018-2020 BIDDER / CONTRACTOR STATUS FORM

PAGE 1 OF 2

CONTRACTOR'S NAME:

ADDRESS:

CITY: _____

ZIP: _____

FEDERAL ID# _____

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: _____

TREASURE:

OTHER

OFFICERS: _____

ALL MUST ANSWER:

ARE YOU SUBJECT TO FEDERAL BACKUP WITHHOLDING? _____

OTHER/ 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 INFORMATION

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? _____

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

WE RESERVE THE RIGHT TO VERIFY THE INFORMATION PROVIDED ON THIS FORM BY THE BIDDER DURING THE RFP PROCESS. BY SIGNING THIS FORM, YOU ARE AUTHORIZING THE RELEASE OF ANY AND ALL INFORMATION PERTAINING TO YOURSELF AND BUSINESS IN WHICH YOU PARTICIPATE OR HAVE PARTICIPATED, INCLUDING INFORMATION OF A CONFIDENTIAL OR PRIVILEGED NATURE IN THE POSSESSION OF GOVERNMENT 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

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 Bid Form

Sound Equipment

(Please Submit 3 Original Copies)

I hereby submit the following bid for stages and lights on the grounds for the San Mateo County Event Center for a three-year period; 2018, 2019 and 2020 and optional years 2021 and 2022.

2018, 1st Year Contract \$_____

2019, 2nd Year Contract \$_____

2020, 3rd Year Contract \$_____

2021, Optional 4th Year Contract \$_____

2022, Optional 5th Year Contract \$_____

Total Five Year Bid \$_____

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

Firm Name (Print)

Phone Number

Address

City/State/ZIP

Tax ID Number

Bidder certifies that the bidder has thoroughly familiarized self with the San Mateo County Event Center facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

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

Signature

Title