

# REQUEST FOR PROPOSALS



Equipment Rental, Instructional Lessons/ Programs  
and Retail Operations for Recreation and Water  
Sports within the Coyote Point Recreation Area

RFP Number 2017-002

County of San Mateo Parks

Release Date: December 28, 2016

Responses must be Received  
by 5:00 p.m. Pacific Standard Time  
on February 21, 2017

**REQUEST FOR PROPOSALS**  
**FOR**  
**Equipment Rental, Instructional Lesson/Programs, and Retail**  
**Operations for Recreation and Water Sports located within**  
**the Coyote Point Recreation Area**

Interested vendors must register online with the County at  
[www.publicpurchase.com](http://www.publicpurchase.com)

Proposals must be submitted electronically to  
[www.publicpurchase.com](http://www.publicpurchase.com)

**By 5:00 p.m. Pacific Standard Time on February 21, 2017**

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME**

***Note regarding the Public Records Act:***

Government Code Sections 6250 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

## TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION.....	4
A. STATEMENT OF INTENT .....	4
B. BACKGROUND.....	4
C. THE REQUEST FOR PROPOSAL PROCESS.....	5
SECTION II – SCOPE OF WORK .....	5
A. DESCRIPTION.....	15
B. LENGTH OF AGREEMENT .....	24
C. FUNDING .....	24
D. ADDITIONAL REQUIREMENTS/CONSIDERATIONS .....	24
SECTION III – GENERAL TERMS AND CONDITIONS .....	24
SECTION IV – REQUEST FOR PROPOSALS PROCEDURE.....	28
A. TENTATIVE SCHEDULE OF EVENTS.....	28
B. SUBMISSION OF PROPOSALS .....	28
C. CONFIDENTIALITY OF PROPOSALS .....	29
D. PROPOSAL EVALUATION .....	29
E. PROPOSAL RECOMMENDATION .....	30
F. NOTICE TO PROPOSERS.....	31
G. PROTEST PROCESS .....	31
SECTION V – PROPOSAL SUBMISSION REQUIREMENTS .....	31
A. GENERAL INSTRUCTIONS .....	31
B. COVER LETTER.....	32
C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP .....	32
D. TABBING OF SECTIONS.....	32
SECTION VI – ENCLOSURES .....	37

## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a provider of Equipment Rental, Instructional Lesson/Programs, and Retail Operations for Recreation and Water Sports within facilities and land areas at Coyote Point Recreation Area. The target start date and term for the proposed services is April 1, 2017 to March 31, 2022, subject to negotiation of a final agreement.

### **B. BACKGROUND**

The San Mateo County Parks Department (the Department) includes over 17,000 acres of lands within 20 separate parks. The parks are diverse, stretching from the San Francisco Bay, across the Santa Cruz Mountains to the Pacific coast. On average, over 1.7 million visitors a year enjoy the Parks' diverse settings to spend time with family, exercise, nature watch, horseback and bicycle ride and otherwise enjoy the County's rich historical, cultural and natural environments.

The Department also includes the sections of the following Regional Trails: Bay Trail, Bay Ridge Trail and Coastal Trail. County Parks also operates a historic stable, restored to its former glory and operating as a boarding and riding facility as well as a museum; a significant historic adobe and grounds; and a mercantile store managed under agreement with the San Mateo County Historical Society. County Parks has many volunteer docent and Friends Groups operating in parks and a Foundation supporting County parks. Additional facilities include many drop-in picnic sites as well as group picnic sites for groups larger than 20 people in five different parks. Memorial Park has car camping with 154 family sites and two large group campsites. There is a large group site for horse camping within Sam McDonald Park.

The San Mateo County Parks Strategic Plan adopted by the Board of Supervisors in 2013 includes the goal to “support various public and private strategies to secure a dedicated, adequate funding stream to support the long-term needs of San Mateo County Parks.”

**Mission Statement:** Through stewardship, San Mateo County Parks preserves our County's natural and cultural treasures, and provides safe, accessible parks, recreation and learning opportunities to enhance the community's quality of life.

**Vision Statement:**

- Provide a unique system of natural parks and programs, a broad spectrum of recreational facilities and opportunities that accommodate people of all abilities, varying needs and unique interests.

- Enhance the stewardship of natural resources by developing science based resource management programs to protect, revitalize and restore the ecosystems indigenous to our park lands.
- Provide interpretive and educational programs that instill knowledge, appreciation and stewardship for our rich and diverse natural, historical and cultural resources.
- Create living partnerships with park users and the community to realize our vision and ensure that all County residents and decision-makers participate in and support the preservation and enhancement of San Mateo County Parks.

## **C. THE REQUEST FOR PROPOSAL PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County of San Mateo seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

## **SECTION II – SCOPE OF WORK**

### **1. General Operational Responsibilities**

#### 1.1. Proposer

1.1.1. The Proposer shall designate a Site Manager who has the authority to:

- 1.1.1.1. Operate and manage the required and authorized services within the land area and facilities assigned under this Contract.
- 1.1.1.2. Ensure that the services are provided in a consistent, high quality manner.
- 1.1.1.3. Employ staff to fulfill the contractual requirements.
- 1.1.1.4. Act as a liaison between the Proposer and San Mateo County for all issues related to the Contract.
- 1.1.1.5. The Proposer shall designate an “acting” Site Manager in the absence of the Site Manager.

#### 1.2. San Mateo County

1.2.1. San Mateo County and/or its designated representatives are responsible for oversight of all Park operations and concession operations including.

- 1.2.1.1. Ensuring that San Mateo staff fulfill contractual requirements.
- 1.2.1.2. Evaluation and inspection of Proposer’s required and authorized services.

### **2. General Operational Standards**

#### 2.1. Customer Service

2.1.1. The Proposer shall establish a clearly defined customer service standard. All actions by concession staff should reflect a desire to fulfill a high-level quality service obligation to visitors. Proposer management staff shall respond quickly to any conflicts, disputes, or concerns expressed by the

visiting public, and shall seek to represent San Mateo County in a positive, professional and courteous manner at all times.

2.1.2. It is the responsibility of the Proposer to monitor and be responsive to feedback received from visitors. It is particularly important that complaints be dealt with expeditiously, and at the most local level possible. The assigned on-site manager shall be responsible for handling ordinary complaints, and demonstrate to the Park Manager that issues are being resolved in a timely and satisfactory manner.

2.1.3. It shall be the responsibility of the Proposer to make sure the rules are clearly known and understood by visitors, and also to set the standard for the manner in which they are enforced. Any visitor-related incidents that escalate to a need for a higher level of enforcement authority will be referred to the appropriate level of enforcement authority among park staff, or referred to a responsive law enforcement agency as soon as it should become necessary. All such incidents are documented on an incident report completed by the concession manager. Reports shall be shared with the Park Manager within 24 hours of any such incident.

## 2.2. Rates

2.2.1. On an annual basis, no later than ninety days (90) prior to the end of the Contract year, the Proposer shall provide to San Mateo County a listing of rates that they will be using for their equipment rental and instructional lessons/programs for the next year as well as their discounting policies. Included in their rate submittal will be information regarding how the rates relate to other facilities in the market. San Mateo does not have any approval rights over rates, this is a review process only.

2.2.2. The proposer shall ensure that all visitors using the services of the concessions pay the entrance fee for Coyote Point Recreation area or purchase an annual pass. There shall be no waiver of fees for customers.

2.2.3. The Proposer shall establish refund policies that incorporate high quality visitor service standards and are provided in a fair and expeditious manner.

## 2.3. Facilities and Service Payment Methods

2.3.1. The Proposer shall accept credit and debit cards as well as cash as forms of payment.

2.3.2. The Proposer shall be able to provide transaction data upon request to San Mateo County.

## 2.4. Human Resources

### 2.4.1. Management Point of Contacts

2.4.1.1. On an annual basis, the Proposer shall provide to San Mateo County a listing of the names, titles and contact information of the Contract Manager, Site Manager and all other management staff overseeing and assigned to the operation.

### 2.4.2. Experience

2.4.2.1. On-site management staff must possess a sufficient level of experience and professional expertise so as to ensure a high-quality operation.

2.4.2.2. An employee certified in current CPR and First Aid must be available on site during all hours that public is using the facilities.

2.4.2.3. Instructors must be a minimum of eighteen (18) years of age.

Instructors must understand the hazard involved and be properly trained and prepared for conditions and situations that may be encountered. The Proposer must ensure that instructors possess the knowledge, skills, judgment, leadership ability and experience necessary to safely instruct customers in the operating area. Instructors must have experience in the subject areas in which they guide.

#### 2.4.3. Training

2.4.3.1. The Proposer shall identify suitable training in the areas of safety and guest services to ensure a high quality visitor services. A listing of training provided each year shall be provided to San Mateo County. A component of this training shall include a yearly rescue training with all their instructors.

#### 2.5. Employee Identification

2.5.1. The Proposer shall establish a method to indicate that personnel are staff of the operation. Staff shall wear identifiable uniforms including a name badge so they are well distinguishable as concession employees.

2.5.2. The Proposer shall develop procedures to ensure that once employees are terminated they no longer have access to the form of identification.

#### 2.6. Employee Code of Conduct

2.6.1 Within sixty (60) days of the contract commencement, the Proposer shall develop and share with County a detailed code of conduct for the operator's employees, including how the employees will adhere to the Proposer's standards for appearance, customer service, conduct while in the park, representation of the County, and compliance with all laws and regulations. Include a provision for what measures will be implemented in the event an employee breaches the code of conduct.

#### 2.7. Employee Hiring Procedures

2.7.1. Proposer shall hire a sufficient number of staff to ensure consistent, high quality visitor services and facility maintenance throughout the operating season.

2.7.2. All Proposer employees assigned to the operation must be sufficiently trained to perform their assigned tasks in a safe and competent manner.

2.7.3. Employees driving concession vehicles shall have the valid operator's license for the size and class of vehicles driven.

#### 2.8. Evaluations/Inspections

2.8.1. San Mateo County shall evaluate the Proposer annually on issues related to:

2.8.1.1. Contract Compliance

2.8.1.2. Facility Condition

2.8.1.3. Visitor Satisfaction

2.8.1.4. Operational Performance

2.8.1.5. Operational Service Standards

2.8.2. The Proposer shall establish methods to ensure that they can comply with the consistent delivery of high quality customer service.

#### 2.9. License, Permits and Approvals

2.9.1. The Proposer shall obtain all necessary licenses, permits and approvals and abide by all applicable health, safety and environmental codes and regulations based upon the Scope of Work requirements.

## 2.10. Advertising and Promotion

- 2.10.1. The Proposer must use a high level of professional discretion in all forms of advertising, marketing and promotions. Advertising and promotion must include language that states that the Concession Operation is operated under a contract with San Mateo County.
- 2.10.2. The use of the park name, park logo, and County logo are by permission only.
- 2.10.3. On Site Signage shall be approved by the County both in content and placement. Approval shall be requested 30 days prior to installation.

## 2.11. Special Events

- 2.11.1. The Proposer will be encouraged to support the park's scheduled special events throughout the year.

## 2.12. Risk Management

- 2.12.1. The Proposer is responsible for providing a safe and healthy environment for its employees and visitors. To ensure that this occurs, the Proposer shall be responsible for ensuring the following inspections and plans are in place. San Mateo County has the right at any time to review the process, procedures and compliance with these risk management areas.

### 2.12.2. Emergency Response Plan

- 2.12.2.1. The Proposer shall have a plan available for review by the County which is updated annually that identifies specific emergency response procedures for incidents occurring in the contract area in the following categories:

- Medical
- Other as identified as appropriate by County. Could include items such response to flooding, tidal surges, etc.)

- 2.12.2.2. The emergency response plan shall indicate the levels of emergency response training staff have received, and a process for evaluating emergency responses after the required reporting has taken place. Concession staff shall demonstrate professionalism in all emergency responses, and comply with County policies, and local procedures established by the Park Manager.

### 2.12.3. Security Procedures

- 2.12.3.1. The Proposer shall be responsible for securing its own personal property, as well as any real or personal, placed into the care of the Proposer for the purposes of performing the Proposer's responsibilities under the contract. The specific procedures for the safeguarding and security of all such property shall be established, in writing, by the Proposer. Procedures shall be made available for review by San Mateo County upon request.

### 2.12.4. Acknowledgement of Risk

- 2.12.4.1. The Proposer shall develop for San Mateo County review a "Visitors Acknowledgement of Risk and Liability" form to be signed by visitors when they use or participate in required or authorized services that involve a higher than standard degree of risk or liability. Any changes to the form shall be submitted to the County at least 30 days prior to any proposed changes. The

Proposer may not require customers to indemnify or hold harmless the Proposer.

2.12.4.2. **PROVIDE IN YOUR RESPONSE** A sample of liability forms and other notices will be required which is provided to visitors about risks associated with equipment rental, and instructions and lesson programs.

2.12.5. Vehicle and Equipment Safety

2.12.5.1. Vehicles and Equipment will be in compliance with State and Federal safety standards. This applies to all vehicles and equipment used by the Proposer for its operations, as well as for vehicles, and equipment used as rental equipment for visitors. Additionally, all concession-owned vehicles, and equipment shall be clearly identifiable as belonging to or associated with concession operations.

2.12.6. Fire Prevention and Protection

2.12.6.1. The Concession Site Manager must have a close working relationship with the Park Manager, and the fire district that has the most immediate response jurisdiction for the park. Prevention efforts should be carefully coordinated with the district. At a minimum, the concession operator should have:

- Clear procedures for the notification to the responding district(s)
- Adequate emergency communications
- A current list of Emergency Phone Numbers
- An evacuation plan that has been coordinated with the Park Manager, and local fire and law enforcement agencies
- Regular training and review of procedures with park staff

2.12.7. Accessibility Guidelines and Compliance

2.12.7.1. Current regulations pertaining to ADA/ABA Accessibility Guidelines must be integrated into concession operations. Concession management staff must ensure effective communication with all visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may be adequately informed about accessible services, activities, and facilities within the contract area.

2.12.8. Incident Management, Documentation

2.12.8.1. An incident report should be used by the Proposer to document and record any occurrence that is out of the ordinary (typically related to law enforcement or risk management), or which may involve the need for follow-up at a later time. Typical examples of incident report types include accidents, injuries (or deaths), theft, vandalism, natural disaster, all 911 calls to emergency services agencies, property damage, and any incident that may involve an insurance carrier (i.e. civil liability). If in doubt, the Proposer should write the report. Such reports are to be shared with park management staff within 24 hours.

2.13. Reporting

2.13.1. Operational Reports

- 2.13.1.1. Management Listing: including name, email and cell and land line information for all management staff. This listing shall be provided on an annual basis and updated as changes occur.
- 2.13.1.2. Staff listing: listing of all Proposer staff and identification information. Updated quarterly.
- 2.13.1.3. Vehicle Listing Report: including listing of all vehicles used by the Proposer.
- 2.13.1.4. Annual Rate Report providing listing of relevant rates.
- 2.13.1.5. Visitor Usage Reporting shall be provided on a monthly and annual basis in the format and with forms provided by San Mateo County. Enclosure 7 includes the format of the usage reporting.
- 2.13.2. Financial Reports
  - 2.13.2.1. Quarterly Fee Payment: due within twenty (20) calendar days after the end of each quarter.
  - 2.13.2.2. Monthly Adjusted Gross Revenue: submitted with the Quarterly fee payment in format and form provided by San Mateo County. Enclosure 7 includes the format of revenue reporting. Adjusted Gross Revenue is defined as gross revenue less sales tax.
  - 2.13.2.3. Annual Financial Report: submitted within sixty (60) days after the end of the contract year. If any additional payment is due to San Mateo County said payment shall be submitted with the financial report. An Annual Financial Report is defined as a report that includes the operating entity's balance sheet, income statement, statement of cash flows along with any accompanying notes to the financials. Included in the financial report shall be a summary of the balance of the personal property reserve and a breakdown of expenditures.
- 2.14. Lost & Found Procedures
  - 2.14.1. The Proposer shall establish a formal lost and found procedure as a service to visitors. A log shall be kept for all found items, items returned (and to whom), and unclaimed items turned over to park management.
- 2.15. Sub-Concessioner Services
  - 2.15.1. Sub-concessioners shall be held to the same standards as the primary Proposer.
- 2.16. Events
  - 2.16.1. Special Events may be scheduled at the site. These would be scheduled with approval of the County.
- 2.17. San Mateo County Quarterly Meetings
  - 2.17.1. At San Mateo County's request, upon a reasonable notice, and not more frequently than once a quarter, the Proposer agrees to meet with San Mateo County for the purposes of reviewing the operational, financial and real property maintenance as well as other issues that may be of relevance to both parties. Meetings shall take place at the concession location or other mutually agreeable locations.

### **3. Specific Operational Standards**

#### **3.1. Required and Authorized Services**

- 3.1.1. During the contract term, the following required and authorized services are allowed to occur.

Required Services	Authorized Services
Rental of Windsurf and Kiteboards	Rental of other recreational equipment suitable for location (e.g. bicycles, SUP, other items)
Lesson Program for Windsurf and Kiteboard	Lesson Programs/Classes for other recreational activities
Retail Sales of Food and Beverage	Sale of relevant recreational retail items
Retail sales of limited convenience Items (e.g. sunscreen, water, lip balm, hats, etc.)	

3.1.2. All authorized visitor services offered must receive prior written approval from San Mateo County and may require additional insurance coverage.

### 3.2. Proposed Visitor Services

3.2.1. **PROVIDE IN YOUR RESPONSE** A description of the Required Services the Proposer will be providing San Mateo County. Identify the scope and scale of operations.

3.2.1.1. Type of Windsurf and Kiteboards Rented

3.2.1.2. Lesson Programs by Type

3.2.1.3. Type of Food and Beverage Sold

3.2.2. **PROVIDE IN YOUR RESPONSE** A description of the Authorized Services the Proposer is offering San Mateo County to consider. Identify the scope and scale of services and facilities.

3.2.2.1. Type of Other Recreational Equipment Rented

3.2.2.2. Lesson Programs by Type beyond Windsurf and Kiteboard

3.2.2.3. Other Categories of Retail Items to be sold.

3.2.3. Information on any required or authorized services which shall be performed by a sub concessioner.

### 3.3. Service Hours

3.3.1. The Proposer must provide the required services outlined in the Contract on a year round basis. Some of the facility hours may be reduced seasonally.

#### 3.3.2. Annual Hours of Operation

3.3.2.1. San Mateo County desires operation for a minimum of a six month period from Spring to Fall and is open to year round operations. **PROVIDE IN YOUR RFP RESPONSE** the specific seasons, dates, and hours of operations for required and authorized services, throughout the year, and how services will be expanded to fit increased visitor demand, if necessary. Describe how required and authorized services will correspond to the park's normal operating hours, enforcement of quiet hours for various services and how any requested adjustments to operating hours will be presented to Park management for approval with adequate advance notice.

#### 3.3.3. Daily Hours of Operations

- 3.3.3.1. San Mateo County desires that services be offered during weekends for ten hours per day on Saturday and Sunday and is open to the Proposer recommending minimum number of hours during the week. **PROVIDE IN YOUR RFP RESPONSE** a detailed schedule of daily operating hours by month/season, for each authorized service the Proposer will provide. Describe how this schedule may be altered by the dates and seasons indicated above.

#### 4. Specific Operational Requirements

##### 4.1. Equipment Rental/Instructional Program

- 4.1.1. The Proposer shall provide equipment rental and instructional programs that are suitable for all appropriate ages and all levels of experience
- 4.1.2. A reservation system for rentals and lessons/classes shall provide for advanced reservations and ensure that all visitors have equal access to a reservation opportunity. Reservation services shall be available via internet or telephone. If they are available via internet they should be available on a 24 hour real time basis. If available via telephone, service should be available during normal business hours. Confirmation numbers shall be provided to all guests. Policies and procedures regarding check in and check out time, deposits (i.e. reservation and damage), cancellations and refunds shall be clearly stated on visitor reservation forms. Reservation data shall be maintained and made available electronically to San Mateo County upon request.
- 4.1.3. The Proposers equipment is the sole responsibility of the Proposer to purchase, operate, store and maintain. Equipment must be clean, undamaged, be in working condition and meet safety standards by equipment type. When not in daily use, equipment shall be stored in the storage area within the land assignment or in other facilities outside the land assignment. When in use, equipment may be staged within the land assignment.
- 4.1.4. The equipment staging and launching Area footprint is identified within the Enclosure 9. Equipment shall be transported to and from the suitable location daily and removed nightly and may be stored on site during the off-season. Equipment should be kept in a neat and orderly fashion at all times and the staging and launching areas must not interfere with general park visitor traffic flow.
- 4.1.5. The Proposer shall install one flag to determine wind direction.
- 4.1.6. The Proposers customers must receive an orientation on use of equipment and personal safety instructions. Suitable safety equipment shall be provided as necessary depending on the equipment type. Children under the age of 16 must be accompanied by an adult unless able to demonstrate competencies for the activity. **PROVIDE IN YOUR RFP RESPONSE** a description of the safety protocols you will be using in your lesson and equipment rental operations. Identify what safety equipment shall be required and any proposed changes in minimum age categories.
- 4.1.7. The Proposer must ensure that equipment is cleaned on a regular basis, at a minimum after each use.
- 4.1.8. All equipment used must be inspected prior to distribution to customers

to ensure proper function and safety.

#### 4.2. Food and Beverage

##### 4.2.1. Exterior

4.2.1.1. The area surrounding the food and beverage areas shall be clean from trash from food preparation. Trash containers shall be conveniently located and available to handle the needs of the site. Waste shall not accumulate to the point of overflowing. A menu board or equivalent shall be available with clear pricing.

##### 4.2.2. Food and Beverage Preparation Area

4.2.2.1. The area shall include a staff handwashing area in which hot and cold water are available, soap and towels. The Proposer shall ensure that signage is posted, "Employees must wash hands before returning to Work" and enforced.

4.2.2.2. Food shall be stored at the adequate temperature and is appropriately labeled, dated, covered and wrapped.

4.2.2.3. Cleaning Supplies and Equipment are properly marked and stored and separated from food or food supplies.

4.2.2.4. Cooking/Refrigeration areas are clean and well maintained. Refrigeration units should include fixed or interior thermometer.

4.2.2.5. A First Aid kit is available and readily available and fully stocked with up to date contents.

4.2.2.6. Current health and safety food safety certificates are prominently displayed.

4.2.2.7. A fire extinguisher suitable for the use on the anticipated types of fires shall be available in each food area and signed, with up to date operating instructions and visible inspection certificates or tags.

##### 4.2.3. Food and Beverage Service

4.2.3.1. Customers are served quickly and efficiently, there are adequate staff available to handle the volume of customers and the food is presented neatly on plate or wrapped appropriately. Necessary condiments shall be provided and neatly displayed.

#### 4.3. Convenience Items

4.3.1. The Proposer shall carry a selection of limited general convenience items including sunscreen, lip balm, hats, sunglasses, bottled water, snacks, and beach toys.

#### 4.4. Retail Operation

4.4.1. On Site Sales: The proposer may offer equipment and supplies that are related to recreational land uses as an Authorized Service. If retail services are provided the following will be required.

4.4.1.1. Customers shall be able to access and identify items and access to larger items shall be supported by retail staff.

4.4.1.2. Customers shall be able to try on items in adequate private space.

4.4.1.3. Storage areas within view of customers are clean and neat.

4.4.1.4. All merchandise is properly tagged as to selling price using appropriate methods for items.

4.4.1.5. A return and exchange policy relating to returns, restocking fees, time after purchase shall be established and posted in

appropriate locations for the transaction type.

4.4.2. On Line Sales: If the Proposer's stock for online sales is located within the land assignment, retail sales of these items shall be considered part of adjusted gross revenue.

4.4.3. Inventory Management: An inventory management system shall be in place to keep accurate records of inventory in stock. The inventory management systems shall provide for the ability to ascertain location of items and whether sales are made from in store or out of store stock. Access to this system must be made upon request by San Mateo County for auditing purposes only. Access would be in conjunction with Proposer.

## **5. General Maintenance Responsibilities**

### **5.1. Proposer**

5.1.1. Notify Park Management of requirements for facility maintenance on a monthly basis.

5.1.2. Notify Park Management of any emergency repair needs. An emergency is defined as a condition that poses imminent danger to life or property.

### **5.2. San Mateo County**

5.2.1. San Mateo County and/or its designated representatives are responsible for oversight of all Park maintenance including:

5.2.1.1. Meeting with Proposer on monthly basis to discuss maintenance requirements.

5.2.1.2. Provision of facility repair and maintenance of facilities assigned land area. Specifically, San Mateo County will be responsible for any roof repairs, electrical system elements, water heaters and transformers as well as exterior painting.

## **6. Specific Maintenance Standards For Land Areas and Facilities**

### **6.1. Building and Structures**

#### **6.1.1. Restrooms –**

6.1.1.1. San Mateo County shall be responsible for maintenance of all elements of this structure. This includes janitorial services.

#### **6.1.2. Heating, Ventilation and Air Conditioning (HVAC) Systems.**

6.1.2.1. These systems will be provided and maintained by San Mateo County.

#### **6.1.3. Utility Systems**

6.1.3.1. San Mateo County will be responsible for providing utility systems to the Proposer. The Utility systems provided will include:

- Water
- Electricity
- Trash Disposal

6.1.3.2. Payment of utilities will be the responsibility of the Proposer.

#### **6.1.4. Fire Prevention and Protection Systems.**

6.1.4.1. San Mateo County shall be responsible for all Fire Prevention and Protection Systems.

#### **6.1.5. Alarm Systems**

6.1.5.1. The Proposer shall be responsible for any alarm system needed or desired.

#### **6.1.6. Beach Center and Snack Bar**

6.1.6.1. Interior

- 6.1.6.1.1. Painting
- 6.1.6.1.2. Flooring
- 6.1.6.1.3. Windows
- 6.1.6.1.4. Interior Lighting and Janitorial
- 6.1.6.2. County Responsibility:
- 6.1.6.3. Exterior
  - 6.1.6.3.1. Painting
  - 6.1.6.3.2. Roofs
  - 6.1.6.3.3. Gutters, Downspouts and Drains
  - 6.1.6.3.4. Doors and Windows
  - 6.1.6.3.5. Siding and Walls
  - 6.1.6.3.6. Exterior Lighting
  - 6.1.6.3.7. Foundations and Exterior Walls
- 6.2. Grounds and Landscaping
  - 6.2.1. The Proposer will maintain the land area assignment grounds including Promenade, rigging, and launch area free of litter
- 6.3. Roads, Parking Areas and Walkways
  - 6.3.1. San Mateo County shall maintain and keep in good repair all roads, curbs, parking islands, paved sidewalks, other walkways and parking areas within the land area assignment.

## **A. DESCRIPTION**

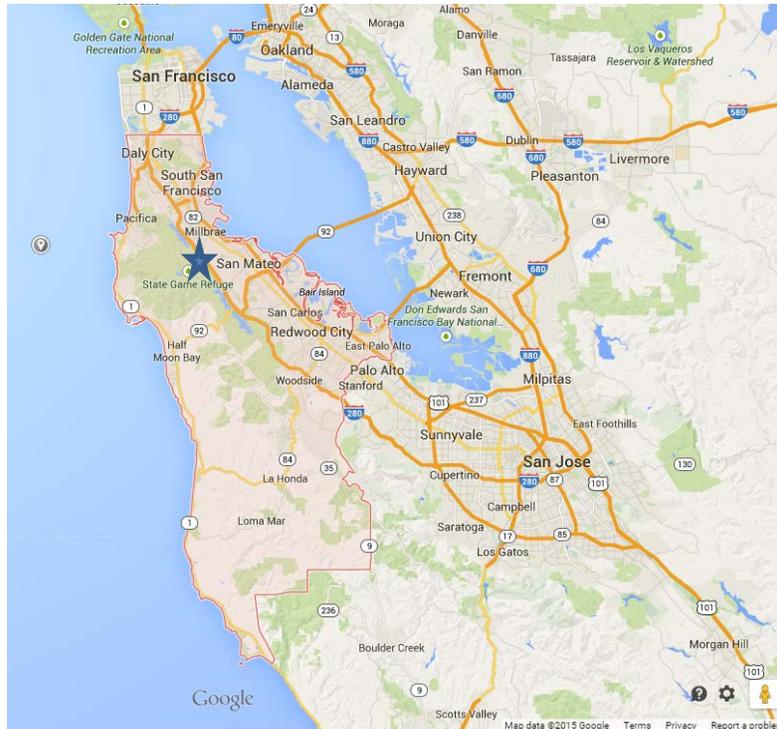
### **a. Market Area:**

The Equipment Rental, Instructional Lesson/Programs, and Retail Operations for Recreation and Water Sports Business Opportunity (“Business Opportunity”) is located within the Coyote Point Recreation Area within San Mateo County. San Mateo County is included in the San Francisco-Oakland-Hayward Metropolitan Statistical Area and is part of the San Francisco Bay Area, the nine counties bordering the San Francisco Bay. A map of the County and communities it includes is provided below.

---

**Exhibit 1: Market Area**

---



---

Source: San Mateo County

---

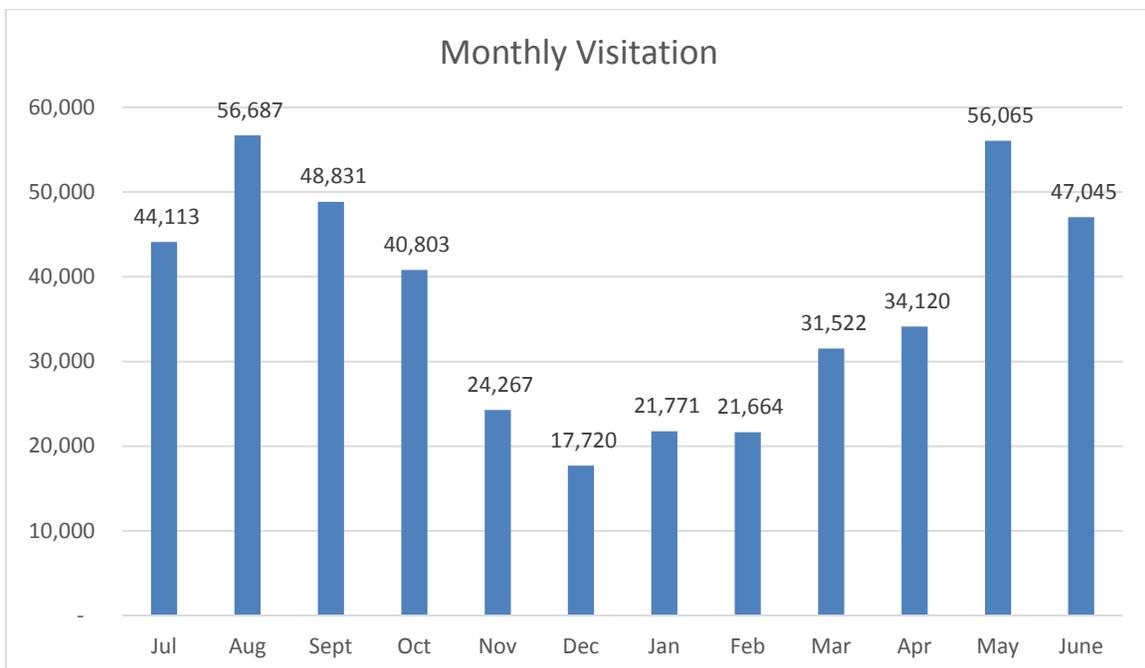
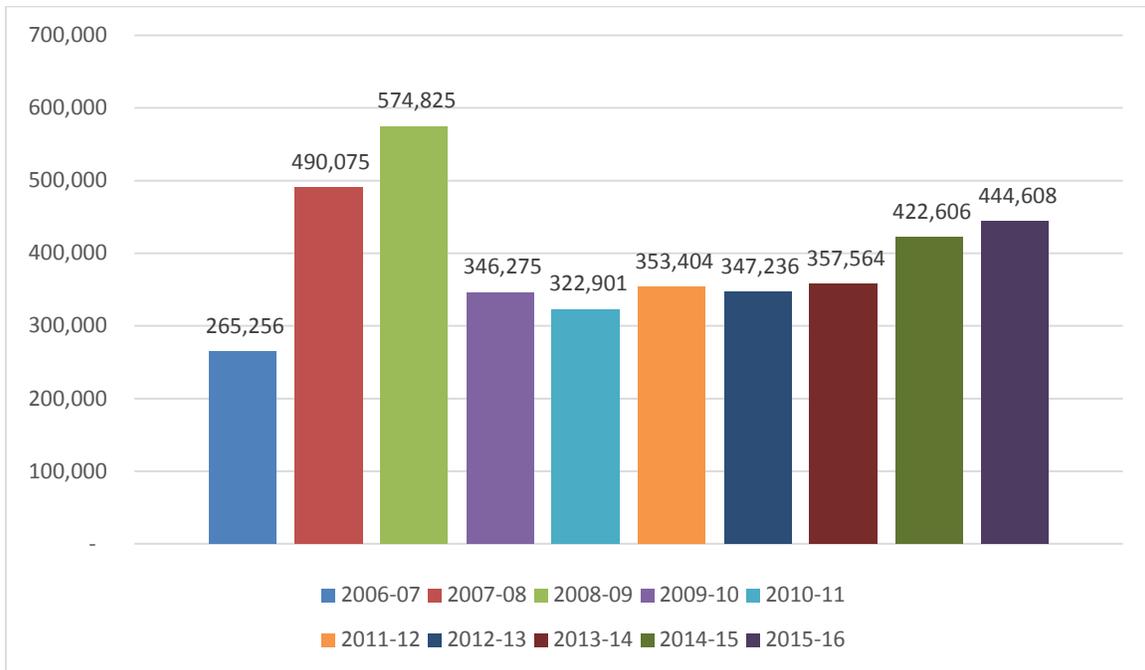
San Mateo County is located within a continuous urban area stretching from San Jose (Santa Clara County) in the south to San Francisco County in the north. San Mateo County is one of nine counties who significantly contribute to the economy of the San Francisco Bay Area as an urban center. The coastal Santa Cruz Mountain range bisects San Mateo County, leaving the western side to more rural uses such as agriculture, game preserve, watershed, parks and undeveloped lands. In contrast, the densely populated eastern half of the county contains most major transportation arteries and facilities, including Interstate 280, Highway 101, the Dumbarton and San Mateo Bridges, San Francisco International Airport and the Deepwater port of Redwood City. The total population of San Mateo County in 2015 was estimated to be 753,123 according to the California Department of Finance. Per Capita Personal Income was estimated to be \$89,659 in 2014 according to the Bureau of Economic Analysis.

### **b. Coyote Point Recreation Area**

Coyote Point Recreation Area (“Coyote Point”) consists of 149 acres of land and 538 underwater acres. Coyote Point was originally an island off the coast of San Mateo and was separated from the mainland by salt marsh. In the 1800’s, the marsh was filled in to create pastureland and was later used as a wharf for freight. The recreation area includes Coyote Point Marina, the Coyote Point Pistol and Rifle Range, CuriOdyssey, the private Coyote Point Yacht Club and the subject Business Opportunity. Day use activities of the park include picnic areas, three playgrounds, trails, a gravel beach, and fishing areas.

The park is open every day of the year including all holidays. It opens daily at 8:00 am and the closing time varies by time of year. Visitors to the Park are required to pay a general user fee of \$6.00 per vehicle. Overall visitation at the park has increased by a compound annual growth rate (CAGR) of 4.7 percent over the past five years. The following exhibits provides an overview of annual and monthly park visitation over the last eight years.

**Exhibit 2: Coyote Point Recreation Area Annual Visitation (2006 to 2016) and FY 2016 Monthly Visitation**



The graph above notes that May through August are Coyote Point's peak visitation periods. The peak visitation periods for the park align with the peak periods for windsurfing, April to September.

### **c. Current Concession Lease Operations**

A San Mateo County Parks concession lease for Equipment Rental, Instructional Lesson/Programs, and Retail Operations for Recreation and Water Sports has been operating at Coyote Point since 2007. The concession lease location provides for unique opportunities or instructional lessons programs that benefit from the high winds that form off the waterfront.

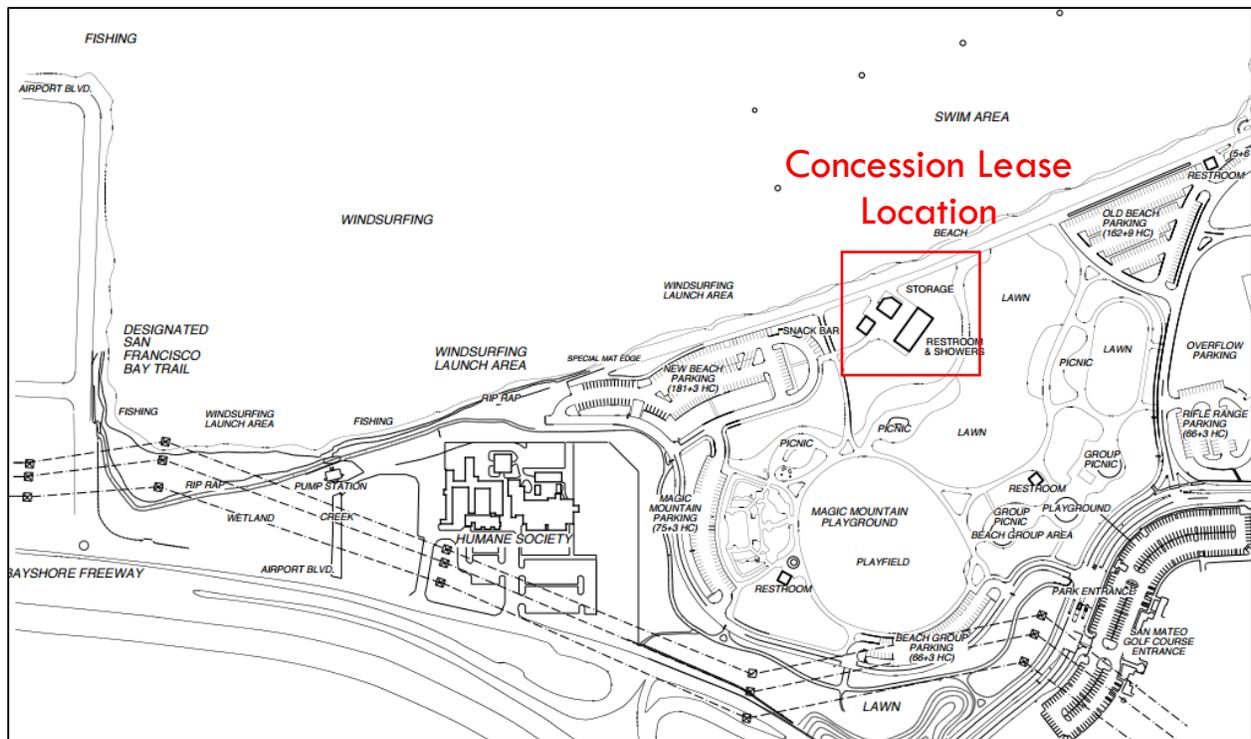
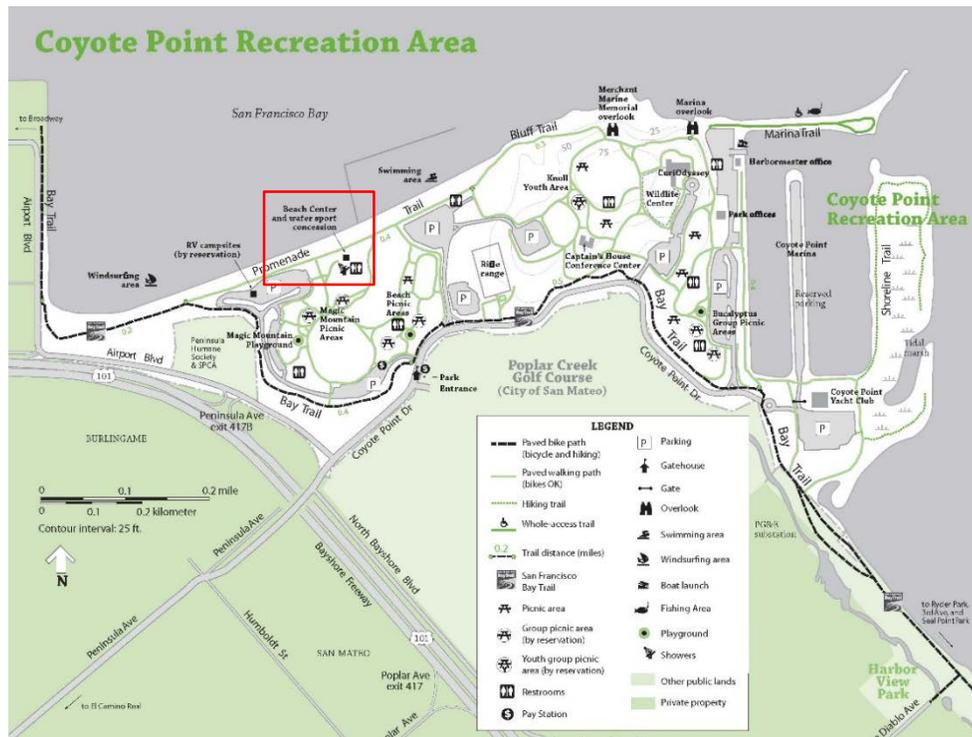
In 2007, the lease for the Business Opportunity was purchased from the prior owner by Concessionaire California, "Concessionaire". Concessionaire provides windsurfing and kiteboarding lessons and rental and/or sales of windsurfing and kiteboarding equipment. In addition, Concessionaire provides sales of retail goods such as snacks and souvenir t-shirts. This lease will expire at the end of 2016.

According to the current concession lease, San Mateo County Parks is responsible for maintenance of the access road to the site, and for all major maintenance of structures as well as janitorial services for the public restrooms. However, the Concessionaire is responsible to help County staff in assisting with the cleanliness of the public restroom due to high usage of the public restroom by concession patrons. The Concessionaire is responsible for the minor maintenance and janitorial of the interior and exterior areas of the concession buildings. Utilities such as water and electricity for the Concessionaires operation are to be paid by Concessionaire; as well as telephone, internet services for retail point of sale, and alarm system services. Maps of the location of the concession are provided in the following exhibit. Following this is a listing of the buildings in which the services are provided as well as listing of the current equipment rental, retail and instructional services provided under the current concession lease.

---

### **Exhibit 3: Map of Coyote Point Recreation Area and Concession Lease Location**

---



Source: San Mateo County Parks

---

**Exhibit 4: Building Inventory, Size and Services Included in the Business Opportunity**

---

Item	Size
Beach Center	973 SF
Snack Bar	400 SF

**Services Included:**

- Equipment rental of windsurfing and kiteboarding equipment
- Instructional programs in windsurfing and kiteboarding
- Retail sales of windsurfing and kiteboarding equipment
- Retail sales of convenience items, sunscreen, and beach play items and clothing.
- Retail sales of food and beverage

Note: For storage needs by concessionaire, County is willing to allow a portable trailer that can be used seasonally and moved out in the off-season. County needs to approve trailer and exterior graphics prior to installation.

---

Source: San Mateo County

---

**d. Future Issues Affecting Business Opportunity**

There are several current and future land planning issues that will affect the land area surrounding the Business Opportunity.

*Local Area Development:* Directly across the bay from location of the concession lease, the City of Burlingame has proposed an office/life science campus consisting of four office buildings and an amenities building located at 300 Airport Boulevard. It is anticipated that the proposed construction will have an impact on the wind in the bay between Coyote Point and Burlingame Point. Potential bidders should research the ramifications of this proposed development. A map of the proposed development is provided on the following page.

---

**Exhibit 5: Map of Coyote Point Recreation Area Land Area and Proposed 300 Airport Blvd. Planned Site**

---



---

Source: Google Maps

---

*Park Renovation and Planning.*

Within Coyote Point Recreation Area, is the Coyote Point Promenade. This Promenade has undergone and is continuing to undergo several renovations and improvements. The Coyote Point Promenade Project was launched in 2009. CEQA and other permits were approved and secured in August of 2009 and in 2010 the project was split into the Western and Eastern Promenade. Phase 1: Western Promenade was constructed in the Fall of 2014. This project included removing of pilings offshore, regrading of the shoreline, and providing new entryway for windsurfers. The Phase 2: Eastern Promenade project has completed 100 percent of design. The new Eastern Promenade will include a new sandy beach shaped as a crenulate bay, new trail surface, seating along the trail in the form of concrete raised bench and installed benches, accessible ramp or mats to transition from trail to sand, a new restroom building and a re-configured parking area. . The design does not directly affect the footprint of the existing concession lease land area. The timeline for the Eastern Promenade anticipates that construction funds are secured in 2017 and the construction to occur begin in early 2018 and continue into 2019. The following exhibits outline the location of the Eastern Promenade and the proposed design.

**Exhibit 6: Location of Eastern Promenade within the Coyote Point Recreation Area**



Source: San Mateo County Parks

### e. Future Business Opportunity

San Mateo County Parks has requested that the following Required and Authorized Services as part of the RFP. Required Services must be offered and Authorized Services may be offered. San Mateo County Parks is open to Proposers ideas for additional authorized services that would serve visitor needs.

---

#### Exhibit 7: Required and Authorized Services

---

Required Services	Authorized Services
Rental of Windsurf and Kiteboards	Rental of other recreational equipment suitable for location (e.g. bicycles, SUP, other items)
Lesson Program for Windsurf and Kiteboard	Lesson Programs/Classes for other recreational activities
Retail Sales of Food and Beverage	Sale of relevant recreational retail items
Retail sales of limited convenience Items (e.g. sunscreen, water, lip balm, hats, etc.)	

The following outlines the facilities that are included in this opportunity.

Item	Size
Beach Center	973 SF
Snack Bar	400 SF

---

Source: San Mateo County Parks

---

### f. Proposed Improvements

The two structures that constitute this concession lease have identified minor deferred maintenance. The County will work towards curing deferred maintenance as funds become available.

The Eastern Promenade plan identifies significant improvements that exist due north east of the exiting Concession lease. The funding of these improvements remains to be secured by San Mateo County.

As part of the future concession lease, San Mateo County is open to options for investment from the proposer for enhancing the services offered at the existing

concession lease location. However, the maximum concession lease term will not exceed the five years offered.

**B. LENGTH OF AGREEMENT**

The anticipated duration of the agreement will be for five (5) years, with the term tentatively to begin April, 2017 and end March, 2022. The Department's intent is to enter into a contract on or before 4/01/2017 subject to negotiation.

**C. FUNDING**

At this time, the Eastern Promenade plan is not funded and San Mateo County cannot guarantee funding is available for expansion of the lease structures.

**D. ADDITIONAL REQUIREMENTS/CONSIDERATIONS**

An Operating and Maintenance Plan is part of the Scope of Work and is provided in Section III.

**E. MINIMUM PAYMENT TO COUNTY**

- a. Base Concession Fee: \$11,000 annual fee to be paid in quarterly increments.
- b. Additional Percentage of Adjusted Gross Revenue Fee: Biddable by Proposer

**SECTION III – GENERAL TERMS AND CONDITIONS**

**Read all Instructions.** Read the entire RFP and all enclosures before preparing your proposal.

**Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

**Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.

**Questions and Responses Process.** Submit all questions relating to this RFP to the designated questions field associated with this RFP at [publicpurchase.com](http://publicpurchase.com).

All questions must be received no later than 5 p.m. on February 21, 2017.

All questions and responses will be posted to publicpurchase.com.

If changes to the RFP are warranted, they will be posted to the [publicpurchase.com](http://publicpurchase.com) website. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

**Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the [publicpurchase.com](http://publicpurchase.com) website as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the [publicpurchase.com](http://publicpurchase.com) website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

**Selection of Provider(s).** The selection of a provider will be memorialized in the form of a "County Agreement with Independent Contractor" (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected provider unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

**Equal Benefits.** Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**Jury Duty.** The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. See Section 13, Compliance with County Employee Jury Service Ordinance, in the Standard Contract Template enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Living Wage.** Unless subject to a specific exemption under the Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts. Please see Chapter 2.88 of the San Mateo County Ordinance Code, a copy of which is attached to this RFP, to determine whether your contract is covered by the Ordinance or is exempt.

If the contract is exempt from the Ordinance OR if the proposer has no covered employees under the Ordinance, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) the contract is exempt from the Ordinance or it has no covered employees and (2) it will comply with the Ordinance with respect to any future qualifying employees.

**Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

**Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

**Contact With County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

**Travel Costs.** If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

**Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The

County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

## **SECTION IV – REQUEST FOR PROPOSALS PROCEDURE**

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

### **A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	12/28/2016
Questions Submitted to County Deadline	01/31/2017
Release Responses to Questions	02/09/2017
Proposal Deadline	02/21/2017
Formal Review of Proposals <sup>(1)</sup>	03/22/2017
Contract Negotiations Begin <sup>(1)</sup>	04/06/2017
Protest Deadline <sup>(1)</sup>	03/30/2017
Recommendation to Board of Supervisors <sup>(1)</sup>	04/11/2017

(1) Dates are subject to change

### **B. SUBMISSION OF PROPOSALS**

**Provider/Service Provider Registration:** Providers/service providers interested in responding to this RFP must register online with the County of San Mateo at [www.publicpurchase.com](http://www.publicpurchase.com). The County will not be held responsible or liable for registration errors.

**Proposal:** The RFP response will be submitted electronically to [www.publicpurchase.com](http://www.publicpurchase.com) by 5 p.m. Pacific Standard Time on February 21, 2017.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures) of the [publicpurchase.com](http://publicpurchase.com) system.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the

instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

### **C. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

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

### **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the

proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

#### **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding

any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

#### **F. NOTICE TO PROPOSERS**

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

#### **G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Parks Director as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within six (6) business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be sent as follows:

Sarah Birkeland  
sbirkeland@smcgov.org  
Facsimile: 650-599-1721

### **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

#### **A. GENERAL INSTRUCTIONS**

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to the County via [www.publicpurchase.com](http://www.publicpurchase.com) per the instructions found on the [publicpurchase.com](http://publicpurchase.com) website.

## **B. COVER LETTER**

Provide a one page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

## **C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

## **D. TABBING OF SECTIONS**

### **TAB 1 Qualifications and Experience:**

- 1) Provide a firm overview statement.
- 2) A firm organization chart including the # of people employed by your company. Delineate between employees and consultants. Note if two firms are joining for the purposes of this RFP response, provide details on each firm and outline the organizational structure that will guide decision-making.
- 3) A site-specific organization chart including identification of how many full time employees (FTEs) and part time employees you plan to assign to this project if you are selected.
- 4) Provide professional resumes for the General Manager and Lead Instructor. This should include the professional qualifications including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

- 5) Provided qualifications your company will require for instructors by category of service you intend to offer (e.g. kite boarding instructor, wake-boarding instructor, SUP instructor).
- 6) Provide a listing of **a minimum of one and up to three locations** in which you have provided the services outline in this RFP. Specifically provide for each:
  - a. Name of Property
  - b. Address and Location of Property
  - c. Years' operating at this property
  - d. Size and scope of Operation (e.g. extent of rental program, # of instructional courses offered, size of retail operations )
  - e. Gross Revenue by revenue source (e.g. lessons, retail, rentals) for the last three years
  - f. If Public- fee paid to entity for leasing
  - g. If Private- lease fees paid
  - h. Years' operating at the location
  - i. Point of Contact (name, address, email and phone number) to confirm information presented.

**TAB 2: Proposed Operational Approach:**

This section describes your proposed approach for meeting the services required by the Department, as listed in the Contract Section under Section V Scope of Work. Relevant considerations include the quality and feasibility of your approach to meeting these needs. Keep these considerations in mind as you respond to the following:

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe the operational procedures you will implement to meet the requirements outlined in the Scope of Work under the following areas.
  - a. Acknowledgement of Risk Liability Forms: SOW 2.11.4.
  - b. Proposed Required and Authorized Services : SOW: 3.2.1 and 3.2.2
  - c. Annual Hours of Operation: SOW: 3.3.2.1
  - d. Daily Hours of Operation: SOW: 3.3.3.1
  - e. Safety Protocols for Equipment Rental and Lessons SOW 4.1.6
- 2) Describe any real or personal property improvements that may be associated with the provision of an Authorized Service. For each real or personal property improvement provide the following:
  - a. Description of the facility or service sufficient to understand the costing, positioning and timing of development;

- b. The timing of the proposed development including planning, construction and opening date;
- c. The proposed development budget for the project including details or hard and soft costs; and,
- d. Proposed pricing position.
- e. Provide one example of where you have implemented a similar project of scale and quality. Provide the name of the location and contact information (phone number and email) for the individual responsible for overseeing or implementing this effort.

### **TAB 3: Financial Capability of Proposer:**

a. Demonstrate that your proposal is financially viable and that you understand the financial obligations of the RFP by providing the following in Enclosure 8, the MSEXcel form "TAB3CPR" provided as part of this RFP:

1. Your estimate of the acquisition and start-up costs of this business using the Initial Investment and Start-Up Expense and the Initial Investment and Start-Up Expense Assumptions Form. The information provided should be of sufficient detail to allow a reviewer to understand how the estimates were determined. If you are the Existing Concessioner and will have no initial investment or start-up costs, include that information on the form.

2. Complete the Income Statement and Income Statement Assumptions forms, the Cash Flow Statement, and the Cash Flow Statement Assumptions forms. Provide estimates of prospective revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the entire term of the Draft Contract. Also, complete the Operating Assumptions tab to explain your financial projections.

#### General Notes regarding the forms provided under this Tab:

- These forms are provided in the format that the County desires. Do not add or eliminate rows on the Excel spreadsheets provided. Columns should not be deleted and formulas must not be changed; however, columns may be added to reflect the number of years in the Draft Contract term, if necessary. If you wish to provide additional information, do so in additional spreadsheets, outside of the ones provided. If additional information is provided, clearly identify how it fits into the income statement, cash flow, and/or assumption tables. For the purpose of the pro forma statements, utilize the calendar year as the fiscal year.
- Provide a clear and concise narrative explanation of the method(s) used to prepare the estimates and the assumptions on which your projections are based. Information must be sufficiently detailed to provide a full understanding of how the estimates were determined.
- Complete all of the forms provided and submit both a hard copy and an electronic Excel spreadsheet file. Failure to provide all of the information requested on these forms may result in a reduced score.

b. Demonstrate your ability to obtain the required funds for start-up costs and continued operations under this RFP by providing credible, compelling documentation, particularly evidence from independent sources, such as bank statements, audited or reviewed financial statements, and signed loan commitments letters. Fully explain the financial arrangements you propose, using the following guidelines:

- If funds are to be obtained from operating cash flows, document each source and the availability of these funds by referring to your previous and current audited financial statements.
- If funds are to be obtained from lending institutions (banks, savings and loans, etc.), provide financing agreements, letters of commitment or similar supporting documents. The support documents must, at a minimum, include the amount of the loan, the interest rate, the term of the loan and any encumbrances on the loan.
- If funds are to be obtained from an individual, or a business entity whose primary fund source is an individual, provide the following as appropriate with respect to such individual:
  - Signed funding commitment from the individual.
  - Current personal financial statement certified as to accuracy and completeness by the individual submitting it.
  - Current bank/financial institution documents that verify the account and account balance for the primary fund source.
  - Documentation of any assets to be sold.
  - Any other assurances or documents that demonstrate that the funds are available.
  - If funds are to be obtained from working capital liabilities (such as advance deposits), provide estimates and a rationale for each estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

**TAB 4: Benefits to the County in the Form of Concession Fee and Improvements:**

- a. Provide Confirmation that you will Offer the Base Concession Fee of: **\$11,000/ Paid by Quarter**
- b. Provide Additional Concession Fee Percentage Offered: INSERT PERCENTAGE IN ADDITION TO BASE FEE PER MONTH \_\_\_\_\_% of **Adjusted Gross Revenue**.
- c. Provide any proposed Real or Personal Property Improvements Proposed to enhance the existing facilities: **INSERT TOTAL DOLLAR VALUE OF PROPOSED REAL OR PERSONAL PROPERTY IMPROVEMENTS: \$ \_\_\_\_\_**

**TAB 5: Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:**

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

### **TAB 6: Cooperative Purchasing:**

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

### **TAB 7: References:**

- 1) List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

### **TAB 8: Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE:** The sample standard contract enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

## **SECTION VI – ENCLOSURES**

Enclosure 1 Sample Standard Contract Template

Enclosure 2 Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

Enclosure 3 Living Wage Ordinance

Enclosure 4 Draft Monthly and Annual Reporting Template

Enclosure 5 Copy of MS Excel form TAB3CPER provided as part of this RFP