

COUNTY OF SAN MATEO
REQUEST FOR PROPOSALS (RFP)
for
**Operation and Maintenance of
Commercial Horse Stables
Historic Folger Estate Stables
at Wunderlich Park**



Proposals must be submitted to:

San Mateo County
Department of Parks
455 County Center, 4th Floor
Redwood City, CA 94063
Contact: David L. Moore, Park Superintendent
dmoore@co.sanmateo.ca.us
(650) 363-1906

Proposals must be submitted and received
by 5:00 p.m., Wednesday, June 30, 2010

Table of Contents

	Page
Section I: General Information and Schedule of Events	1
Section II: General Terms and Conditions	4
Section III: General Requirements and Service Specifications	11
Section IV: Evaluation Criteria	21

REQUEST FOR PROPOSALS
for
Operation and Maintenance of
Commercial Horse Stables
Historic Folger Estate Stables
at Wunderlich Park

Proposals must be submitted to:

San Mateo County
Department of Parks
David L. Moore, Park Superintendent
455 County Center, 4th Floor
San Mateo, California 94063

by 5:00 p.m.,

Wednesday, June 30, 2010

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to reject any and all proposals. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County.

Government Code Sections 6550 et. seq., the "Public Records Act" defines 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.

The County of San Mateo cannot represent or guarantee that any information submitted in response to this RFP will be confidential. If the County receives a request for any document submitted in response to this request, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced.

Section I:

General Information and Schedule of Events

A. Introduction

1. Purpose of Request for Proposal

The purpose of this RFP is to solicit proposals and enter an agreement with a provider for commercial horse stables services for the period between September 10, 2010 and June 30, 2013 with the option of one (1) three-year extension upon mutual agreement between the County and the Contractor/Lessee.

2. Service Providers

The County welcomes proposals from all qualified providers. The County shall, in its sole discretion, enter into contract with a single qualified provider.

3. Contact with County Employees

As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences or technical discussions with any applicant for purposes of responding to this RFP. Any applicant found to be acting in any way contrary to this directive shall be disqualified from entering into any contract that may result from this RFP.

B. Information on the County

San Mateo County is located on the San Francisco Peninsula between the City and County of San Francisco and Santa Clara and Santa Cruz Counties. The Pacific Ocean forms its western boundary and San Francisco Bay its eastern boundary. It is one of 58 California counties and one of the nine counties in the San Francisco Bay Area.

San Mateo County has approximately 6,500 full time and seasonal employees at more than eighty locations with an annual budget of approximately \$1.7 billion.

A five-member elected Board of Supervisors serves as the governing body of the County, establishing policy and exercising legislative authority. A County Manager, appointed by the Board, serves as the chief executive officer of the County and is generally responsible for the County's day-to-day operations.

C. General Information on the San Mateo County Department of Parks

The San Mateo County Department of Parks operates 17 separate parks, three regional trails and numerous other county and local trails encompassing 15,680 acres. They are located throughout the County and represent a wide variety of natural settings including a coastside marine reserve, a bayside recreational area, coastal mountain woodland areas, and urban sites.

The San Mateo County Parks and Recreation Commission is responsible for establishing policies to guide the work of the Department of Parks. This includes issues of parkland use management such as master plans, acquisitions, and development. Also included are programmatic issues such as recreational use in County Parks, permits and reservations, fees, and gaps in service.

D. Wunderlich County Park

Wunderlich County Park comprises 942 acres of steep mixed forest and meadowland. It consists of four general areas: a lower area of boarding stables, riding facilities, and a horse ring that was the Folger Ranch complex; an open meadow midway up the slope of the park; and then extending up through beautiful canyons with a running stream and numerous springs through dense second growth redwood groves, an upper meadow area at a general elevation of 2,000 ft. Exceptional vistas are found in all directions.

Wunderlich Park is open every day of the year including all holidays. It opens daily at 8:00 A.M. The closing time varies by time of year.

1. Historic Folger Estate Stables

Historic Folger Estate Stables are owned and operated by the San Mateo County Department of Parks. The stables are located in the Town of Woodside in San Mateo County off of the Woodside Road (Highway 84) exit. Turn westbound (towards Woodside) from the Highway 280 exit and proceed approximately 4 miles through the Town of Woodside. The main park entrance to Wunderlich Park will be on the west (right) side of the roadway. (See Map A attached.)

The stables that are the subject of this RFP consist of a 1) a renovated main stable building (14 stalls) containing an operator's office, ADA compliant bathroom, break room, two tack rooms (excluding carriage room, programming room and upstairs storage space); 2) a nearby six-stall barn, called the portable barn (6 stalls) although it is not portable; 3) an "upper barn" with six stalls and another four additional stalls in the back of the barn (10 stalls), 4) a large uncovered riding arena; 5) approximately 13 turnout paddocks; and 6) outside hay storage space near "upper barn." There are 30 stalls on the premises. Public restroom facilities are available.

2. Wunderlich Master Plan Improvements

The County of San Mateo and the Folger Estate Stable Committee have proposed improvements to Wunderlich Park stables, defined in Chapter 3 of San Mateo County's Huddart and Wunderlich Parks Master Plan, dated May 2006. The three-phased improvement plan, currently under consideration, consists of the horse ring, blacksmith shop, holding area, paddocks and renovated main stable and revised parking and traffic circulation layout. This plan proposes to contain a maximum of 30 stalls. The master plan is available online under Planning at www.sanmateocountyparks.org.

E. Scope of RFP

This RFP contains the County's requirements for the Operation and Maintenance of Commercial Horse Stable services at Wunderlich Park, the format in which information is to be submitted, and the requirements that must be met to be eligible for consideration.

F. Key Action Events

Release of RFP	June 1, 2010
Tour of Facilities	June 10, 2010 at 2 p.m.
Deadline for written questions	June 14, 2010
Answers to written questions	June 22, 2010
Proposal Due Date	June 30, 2010, 5:00 p.m.
Review of Proposals	July 6-July 7, 2010
Selection of Successful Proposal (Announcement of Standing)	July 8, 2010
Protest Deadline	July 20, 2010
Final resolution of any protest	July 28, 2010
Contract Negotiation	July 28, 2010
Board of Supervisors Approval	August 24, 2010
Contract Start Date	September 10, 2010

Section II:

General Terms and Conditions

A. Proposal Requirements and Conditions

1. RFP Requirements

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

2. Invitation for Proposal Documents

This RFP constitutes part of each proposal and includes the explanation of the County's needs, which must be met. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, he/she shall immediately notify the County of such error in writing and request modification or clarification of the document. Any clarifications and/or modifications to the RFP will be posted in the manner set forth in Section 4 below for "questions and answers."

3. Addenda

The County may modify the RFP prior to the fixed date for submission of proposals by issuance of an addendum. Such addenda will be posted in the manner set forth in Section 4 below for "questions and answers."

4. Proposal Clarifications and Questions

Any questions regarding clarification or intent of the RFP should be directed, in writing, by e-mail to: dmoore@co.sanmateo.ca.us. The County will publish both the questions and answers on its website under "What's New?" at www.sanmateocountyparks.org.

Copies of questions and answers will not be mailed or distributed; rather all proposers will need to refer to the website listed above or should contact dmoore@co.sanmateo.ca.us. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and communicated as set forth above.

5. Administrative Requirements

All Proposers must agree that, if awarded a contract, they will execute the County's standard form of agreement, which includes, but is not

limited to, the following terms. For additional information regarding the County's standard contract form, please see Section III – General Requirements and Service Specifications.

Applicants will comply with the following nondiscrimination employment and indemnity requirements.

- a. Nondiscrimination / Equal Benefits for Domestic Partners
 1. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
 2. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
 3. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.
 4. All contractors with contracts over \$5,000 must comply with the County Ordinance code with respect to the provision on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

b. Indemnity

Concessionaire/Tenant, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") County including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, Wunderlich Park, and all of its and their

Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of Concessionaire/Tenant, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Premises; (b) any default by Concessionaire/Tenant in the observation or performance of any of the terms, covenants or conditions of this Lease to be observed or performed on Concessionaire/Tenant's part; (c) the use or occupancy or manner of use or occupancy of the Premises by Concessionaire/Tenant, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises; (e) any construction or other work undertaken by Concessionaire/Tenant on the Premises whether before or during the Term of this Lease; or (f) any acts, omissions or negligence of Concessionaire/Tenant, its Agents or Invitees, in, on or about the Premises or the Property; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Lease and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and County's costs of investigating any Claim. Concessionaire/Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Concessionaire/Tenant by County and continues at all times thereafter. Concessionaire/Tenant's obligations under this Section shall survive the termination of the Lease.

6. Submission of Proposals

The proposals shall be used to determine the applicant's capability of rendering the services to be provided.

- a. Preparation
Each proposer shall prepare a proposal, which addresses all the requirements and specifications in Section III in the same order as they are listed. Each proposer shall submit one (1) original proposal and three (3) complete duplicate proposals.
- b. Contractor's Costs
Costs for developing proposals are entirely the responsibility of the proposer and shall not be chargeable to the County of San Mateo.
- c. Proposals are "Public Records"
- 1) General Provisions Regarding Public Nature of Proposals
Government Code Section 6250 et.seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of any public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. 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 the disclosure requirements.
- 2) Proposer's Rights Regarding Confidentiality of Proposals
The County of San Mateo cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the County of San Mateo receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. Rather, the County of San Mateo will notify the party whose proposal is being sought. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.
- 3) County's Rights Regarding Confidentiality of Proposals
To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retains the discretion to release or to withhold

disclosure of any information submitted in response to this RFP.

d. Delivery of Proposals

Mail or deliver proposals to:

County of San Mateo
Department of Parks
455 County Center, 4th Floor
Redwood City, CA 94063
Attn: David L. Moore, Park Superintendent
dmoore@co.sanmateo.ca.us
Phone: (650) 363-1906

Proposals must be received **no later than 5:00 P.M. on Wednesday, June 30, 2010**. All copies of the proposal must be under sealed cover, plainly identified as a proposal for "Department of Parks, Commercial Horse Stables, Historic Folger Estate Stables at Wunderlich Park." Proposals not submitted under sealed cover may be rejected. Proposals submitted under improperly marked covers might be rejected. Proposals received after stated due date and time will not be considered.

Proposals transmitted via e-mail, facsimile, or any other electronic means shall not be considered.

All proposals must be signed with the firm name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. An unsigned proposal may be rejected.

7. Rejected Proposals

The County reserves the right to reject all proposals and not to award any contract pursuant to this RFP. The County's waiver of an immaterial deviation in the bid shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if he/she is awarded the contract.

8. Evaluation Process

The County will put each proposal through a process of evaluation to determine the proposer's responsiveness to County's needs. The evaluation will be based on formal written proposals, as submitted by proposers. The Review Panel will consist of (2) County employees, (1) independent stable manager, and (2) Friends of Folger Stable members.

a) RFP Submission

Proposals must be received by 5:00 P.M. on the scheduled date and place of RFP submittal. However, there will be no public reading. Proposals received after stated due date and time will not be considered.

b) RFP Evaluation Check

Each proposal will be checked for the presence of required material and information in conformance with the submittal requirements of the RFP. These submittal requirements are obligatory and failure to fully comply may deem the proposal non-responsive.

c) Acceptance of Proposals

The County reserves the right to accept other than the highest bid and to negotiate with proposer on a fair and equal basis when the best interests of the County are served by so doing.

d) Collusion Affidavit

By submitting a proposal, each proposer certifies that it is not the result of collusion or any other activity, which would tend to directly or indirectly influence the process.

e) Evaluation

During the evaluation, validation, and selection process, the County may require the presence of a proposer's representative for answering specific questions, orally and/or in writing. The County may also require one or more site visits of the proposer's offices by County representatives.

9. Errors or Changes in Proposal

If errors are found in a proposal, the County may reject the proposal; however, the County may, in its sole discretion, correct arithmetic and/or transposition errors. The proposer will be informed of the errors and corrections. If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the item will be provided by the proposer at no cost. If this is a significant item, the proposer will be notified. Clarification of and changes in proposals prior to contract award are permissible provided that each proposer is treated fairly and equally.

10. Disposition

All materials submitted in response to this RFP will become the property of the County.

11. Alteration or Variation of Terms
It is mutually understood and agreed that no alternation or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and proposer selected, and that no oral understandings or agreements not incorporated herein, and no alternations or variations of the terms hereof unless made or confirmed in writing between said parties hereto shall be binding.

12. Non-Assignable
The resultant contract is not assignable by proposer either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

13. Acceptance of Proposals
For the services requested, the County will execute a contract upon approval by the Board of Supervisors. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. All the terms, conditions and technical specifications stated in the RFP will be incorporated into the contract and all proposals are accepted on the condition that the Proposer will accept a contract including such terms. The County reserves the right not to award any contract under this RFP.

Section III:

General Requirements and Service Specifications

A. General

1. Contract Period

The contract period shall be September 10, 2010 through June 30, 2013 by mutual consent of the County and the Contractor/Lessee with an option of one (1) three-year extension upon mutual agreement between both parties. The County's intent is to enter into a contract on or before September 10, 2010 subject to negotiation.

The contract may be terminated as set forth herein. Reasons for termination include, but are not limited to: termination by the County without cause upon 90 days notice; termination upon reasonable notice as a result of the unavailability of funds, and immediate termination for breach of contract including, but not limited to, contractor's unauthorized assignment of its duties thereunder.

2. Financial Condition and References

Each proposer shall submit with their RFP response three client references, including name, mailing address, contact person name and phone number and financial records, in the form of a completed statement of financial condition, which should consist of an income statement and balance sheet from your last complete fiscal year.

3. County's Standard Contract

The County's Standard Contract is attached and is hereby incorporated by reference as Addendum 1. Please indicate in specific detail any terms or partial terms that are unacceptable to you. For each indicated term or partial term, indicate why the term or partial term is not acceptable, and provide alternative wording that you would suggest replace the same. The County may or may not agree to this language, and identification of terms deemed unacceptable may result in a lower RFP rating score. The final decision of whether to enter into any agreement under this RFP and the terms of any such agreement will be made by San Mateo County. The County reserves the right not to award any contract under this RFP.

B. Scope of Services

An equestrian survey conducted in 2009 identified priority services needed at the stable including public horse boarding, arena access, and lesson programs. Scope of services need to meet the public's needs, and

include but are not limited to the following:

- Horse ring/area management
- Riding lessons
- Public management

1. Background and Experience

The successful candidate shall demonstrate the ability to provide services and operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed operations of similar type.

Consideration will be given to experience in the ownership, management and operation of similar facilities and background in basic equine care, horse boarding, riding lessons and instruction, coordination with non-profits that run programs and tours, and day-to-day maintenance. A combination of background and experience is acceptable. Please provide a statement that addresses the following:

- Kind of uses you propose for the stable facilities. (Be specific about the range of services to be provided.)
- Describe how you plan to make use of all or part of the property and facilities available, including horse ring/arena, and public riding lessons.
- Describe any changes you propose to make to the property and facilities. (Identify any need for additional facilities or improved facilities to make your proposed operation successful.)
- Describe your overall cleaning maintenance plan including dusting and window cleaning of the non-horse areas.
- Describe your overall philosophy regarding the delivery of commercial stable services.
- Describe your experience working with non-profit support groups on public lands.

2. Rent and Pricing

Please provide a detailed explanation of the estimated costs to be charged for the services rendered. Please also provide an estimate of the proposed rent to be paid to the San Mateo County Department of Parks in annual payments over the three year term. The Director of Parks shall have the right to inspect Concessionaire/Tenant's rate schedule and method of operation, and if any service or rate is determined to be unfair, unreasonable, or inappropriate for the services provided, Concessionaire/Tenant shall immediately modify such rates or services as may be required by the Director. The successful candidate shall be responsible for providing all equipment, including: horses, tack, feed, equipment, and supplies necessary to operate and maintain the facility to County's satisfaction.

3. Education Program Fee

Concessionaire/Tenant shall include in the monthly rental for stalls, a \$25 per month per stall charge to be paid to the Friends of Huddart and Wunderlich Parks, monthly, in support of the educational programming at the Stable.

4. Horse Ring

Concessionaire/Tenant shall submit a plan to schedule public use of the horse ring (daylight hours) to the Director of Parks.

5. Cooperation with non-profits

The County encourages cooperative partnerships that will benefit the park system and the citizens. The County plans to have the Friends of Huddart and Wunderlich Parks, a non-profit, provide services at the Stables. Cooperation with County-endorsed entities, organizations or non-profits providing services is mandatory and Concessionaire/Lessee will serve on the operations committee (a coordinating entity) with the Friends of Huddart and Wunderlich Parks and the County Department of Parks to ensure activities and operations in the Park are coordinated. The Friends' services include:

- a. Children's programs: Will occur one morning per week during school year, conducted by the San Mateo County Historical Association. The Friends will have a volunteer on site during these field trips.
- b. Stable tours: Will occur by reservation only and will be conducted by Friends' volunteers who have been trained in the history and the architecture of the stable and group management of visitors around horses.
- c. Carriage Room visitors: Carriage Room will be open for visitors possibly one afternoon per week and staffed by non-profit volunteers, depending on number of trained volunteers available.
- d. Events: Events may occur at the site. These would be scheduled through the Friends with approval from the County.

6. Wunderlich Park Master Plan Improvements

The successful candidate shall agree to accommodate the County in any and all restoration, repair and improvement projects at the stables, including inconveniences that result from updated parking and traffic circulation plans. The successful candidate must also be willing to work with the County in the implementation of programming of public and private uses of the stable complex and trails.

7. Public Services

The successful candidate shall demonstrate the ability to manage the Stable as an open community horse boarding facility that can coexist with

educational tours, programs and events. Tenant will accommodate the broadest possible range public needs and services.

8. Waiting List

The Contractor/Lessee must provide a monthly list of all vacant stalls to the Director of Parks, who will maintain a public waiting list from which to fill any and all vacancies. The waiting list will be maintained as a public document available on request.

9. List of Personnel who will be working on the premises

Describe proposed staff and their duties and qualifications.

10. List of Boarders

The Concessionaire/Lessee must maintain a current list of boarders, including names, addresses (including email if available) and phone numbers. The list of boarders must be current and provided to the Director of Parks at a minimum on a quarterly basis.

11. 24 Hour-per-Day Supervision

The Premises shall be under the 24-hour-per-day supervision of the Concessionaire/Lessee, or its agents, independent contractors, or employees. Describe a plan to accomplish this requirement. County shall provide utility hook-up and water services for temporary accommodations such as a trailer, owned by Concessionaire/Lessee.

12. Best Management Practices

The successful candidate will demonstrate the ability to comply with the "Best Management Practices" for equestrian facilities, training, and animal care.

13. Compliance with Section 7700, San Mateo County Ordinance Code: Confined Animals

The successful candidate will demonstrate the ability to comply with the San Mateo County confined animal ordinance and be responsible for obtaining a Confined Animal Permit from San Mateo County. (See Addendum 2)

14. Compliance with San Mateo County No Smoking in County Parks Ordinance

Smoking is not permitted in San Mateo County Parks on San Mateo County trails, or in any park area managed by San Mateo County.

15. Compliance with standard Commercial Horse Stable fire protection requirements

16. National Registry of Historic Places

The Folger Estate Stable Historic District was listed on the National Register of Historic Places in April of 2004. The protected structure within the Historic District includes the main stable building, the upper stall buildings, the carriage house, the cold house and the stone walls throughout. The successful candidate will demonstrate the ability to comply with all rules and regulations and protected structure restrictions regarding historic places.

14. Proof of Insurance

Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional and worker's compensation.

15. Questionnaire

Please complete and attach the Questionnaire to your proposal.

The Folger Estate Stable Historic District was listed on the National Register of Historic Places in April of 2004. The protected structure within the Historic District includes the main stable building, the upper stall buildings, the carriage house, the cold house and the stone walls throughout. The successful candidate will demonstrate the ability to comply with all rules and regulations and protected structure restrictions regarding historic places.

14. Proof of Insurance

Attach insurance certificates indicating liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional and worker's compensation.

15. Questionnaire

Please complete and attach the Questionnaire to your proposal.

Questionnaire

Financial Data:

Attach a complete report, prepared in accordance with good accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. You must be prepared to substantiate all information shown.

Have you, or any principals of the partnership, joint venture or corporation, as applicable, ever had a bond or surety canceled or forfeited? Yes () No ()

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

Have you, or any principals of the partnership, joint venture or corporation, as applicable, ever been convicted of a felony?

Yes () No ()

If yes, please state date, court location and details of conviction.

Have you, or any principals of the partnership, joint venture or corporation, as applicable, ever been declared bankrupt?

Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

Are you or any principals of the partnership, joint venture or corporation, as applicable, being sued or have a judgment pending? Yes () No ()

If yes, state date, court jurisdiction, amount and details.

Proposed Method of Financing Facilities:

Expected Gross Receipts/Cash Flow

Estimate of Gross Receipts

Provide your estimate of the expected average annual gross receipts (not including sales taxes) from each distinct facet of your proposed uses, e.g. products sold, services provided.

Cash Flow Analysis

Develop and attach a cash flow analysis demonstrating your thinking with regard to the projected ability of the facility to provide sufficient revenue to recapture your investment, cover operating expenses, and yield an adequate return to you together with a payment, either base rent or percentage rent you propose to pay the County for each of the years during the initial term. This cash flow analysis should project your anticipation through the three-year term of the Lease/Concession Agreement.

Name of Candidate exactly as it appears on the submittal and as it will appear on the Lease/Concession Agreement:

Address of Candidate for purposes of notice or other communication relating to the submittal:

Telephone Number of Candidate: _____

Organizational Structure

A. If Candidate is a sole proprietorship, furnish the following:

Candidate's Full Name: _____

Birth Date: _____

Place of Birth: _____

Spouse's Full Name: _____

Birth Date: _____ Place of Birth: _____

Home Address: _____

Phone No. _____ Phone No. _____

Social Security No. _____

Driver's License No. _____ State: _____

Please describe the following:

Educational: _____

Background: _____

General Health: _____

If Candidate is a partnership, answer the following:

Date of Organization: _____

General Partnership () Limited Partnership ()

Statement of Partnership recorded: Yes () No ()

Date	Book	Page	Document No.	County
------	------	------	--------------	--------

Has the Partnership done business in San Mateo County?

Yes () No () When? _____

Name, address, and partnership share of each general partner (hereinafter called "principals" of the partnership): _____

Name Address Share

Furnish the birth date, place of birth, Social Security number and California Driver's License number for each principal listed above.

Attach a complete copy of the Partnership Agreement.

If Candidates are a corporation, answer the following:

When incorporated? _____

Is the corporation authorized to do business in California?

Yes () No () If so, as of what date? _____

The Corporation is held: Publicly () Privately ()

If publicly held, how and where is the stock traded?

List the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:			
b. Number of non-voting shares:			
c. Number of shareholders:			
d. Value per share of common stock:			
Par	\$		
Book	\$		
Market	\$		

Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and principal shareholder.

Furnish the birth date, place of birth, Social Security number, and Driver's License number and state for each person listed above.

D. If Candidates are a joint venture, answer the following:

Date of Organization: _____

Joint Venture Agreement recorded? Yes () No ()

Date	Book	Page	Document No.	County
------	------	------	--------------	--------

Has the Joint Venture done business in San Mateo County?
Yes () No () When?

Section IV:

Evaluation Criteria

A. Evaluation Criteria

A Review Panel will be established to consider each submittal and make the selection recommendation to the San Mateo County Board of Supervisors. The Review committee will consist of persons to be selected by the Department of Parks. The Review Panel will consist of (2) County employees, (1) independent stable manager, and (2) Friends of Folger Stable members. The candidate understands that the County is seeking competitive proposals. The County has the right to accept any candidate who, in its opinion, will best service the interest of the equestrian community and public-at-large, and has a reasonable probability of success. The candidate further understands that the County has the ability to regulate prices, to be equitable to the public and to ensure that the candidate makes a reasonable profit to ensure delivery of the desired services and supplies. Revenue is not the only, nor the most important, criterion on which a selection will be based. To ensure a high quality selection, several factors will be considered in the County's evaluation:

- Demonstrable benefits and services to horse owners in San Mateo County in particular and to the horseback riding public at large.
- Experience in the operation of the type of uses proposed and that the candidate has the ability to perform or provide the services and supplies as required.
- Proposed rent to be paid over a three year term.
- The probability of a successful operation by the candidate.
- Thorough and professional preparation of the submittal.
- Willingness to work with County staff and work within the parameters given.
- Candidate's business reputation.
- Proven ability to work with non-profits and accommodate programs designed to benefit the public at large.
- Ability to meet the 24-Hour-per-Day supervision requirement.
- Ability to secure necessary permits and comply with applicable state and local laws, regulations and ordinances.
- Proposal meets the requirements for submission as outlined in the RFP.
- There is sufficient staffing proposed to provide the services.
- Proposed requirements listed in the RFP are met.
- There is a clear understanding of the scope of services, objectives and competencies required.

- Client references.
- Capability and experience of key personnel.
- Overall approach/philosophy.

B. Notification

Notification of the announcement of standing will be done by fax transmission and by email. Please include both in your applications.

C. Inability to Negotiate a Contract

After an applicant has been recommended by the Review Panel, and selected by the Director of Parks, such applicant will negotiate a contract for submission to the County's Board of Supervisors for consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, in its sole discretion, begin contract negotiations with one or more than one of the remaining applicants, if the County determines, in its sole judgment, that more than one contractor may be necessary to provide the specified services.

D. Protest Process

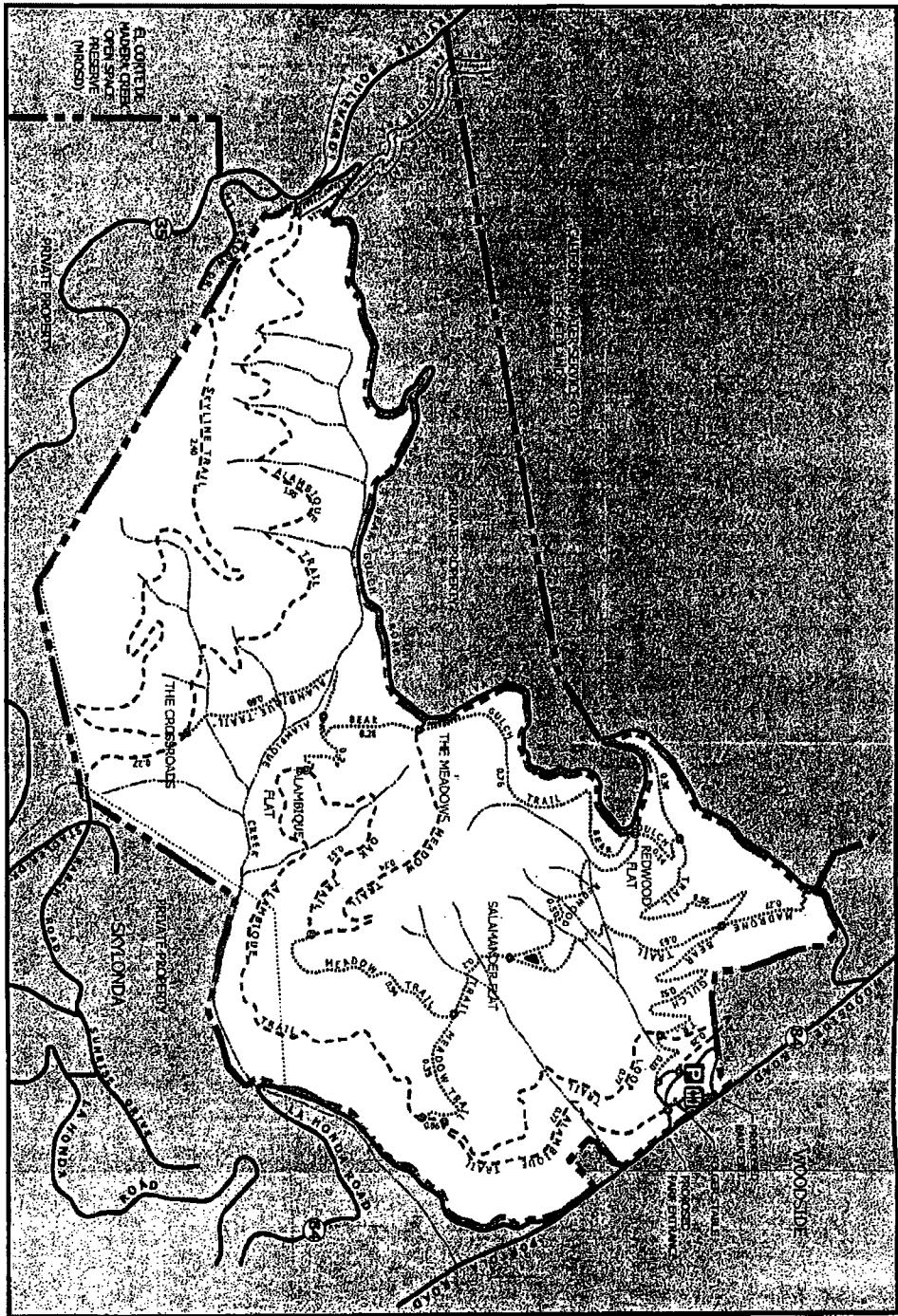
An applicant must submit a written protest to the Director of Parks within five (5) days after receipt of a letter informing such applicant that their proposal has not been selected. Protests shall be in writing and shall state the specific grounds for the protest.

The Director of Parks will respond to the protest within ten (10) days of the receipt of the written appeal. The Department of Parks may establish a meeting with the applicant in order to discuss the concerns. The decision of the Director of Parks is final.

Attachments

- Map A: Wunderlich Park
- Map B: Wunderlich Stables
- Map C: Wunderlich Main Stable Building
- Map D: Folger Estate Stable
- Addendum 1: San Mateo County standard contract
- Addendum 2: Section 7700, San Mateo County Ordinance Code:
Confined Animals; Planning and Building Division – Permit Application and Manure Management Plan Worksheet

Map A



WUNDERLICH PARK

LEGEND

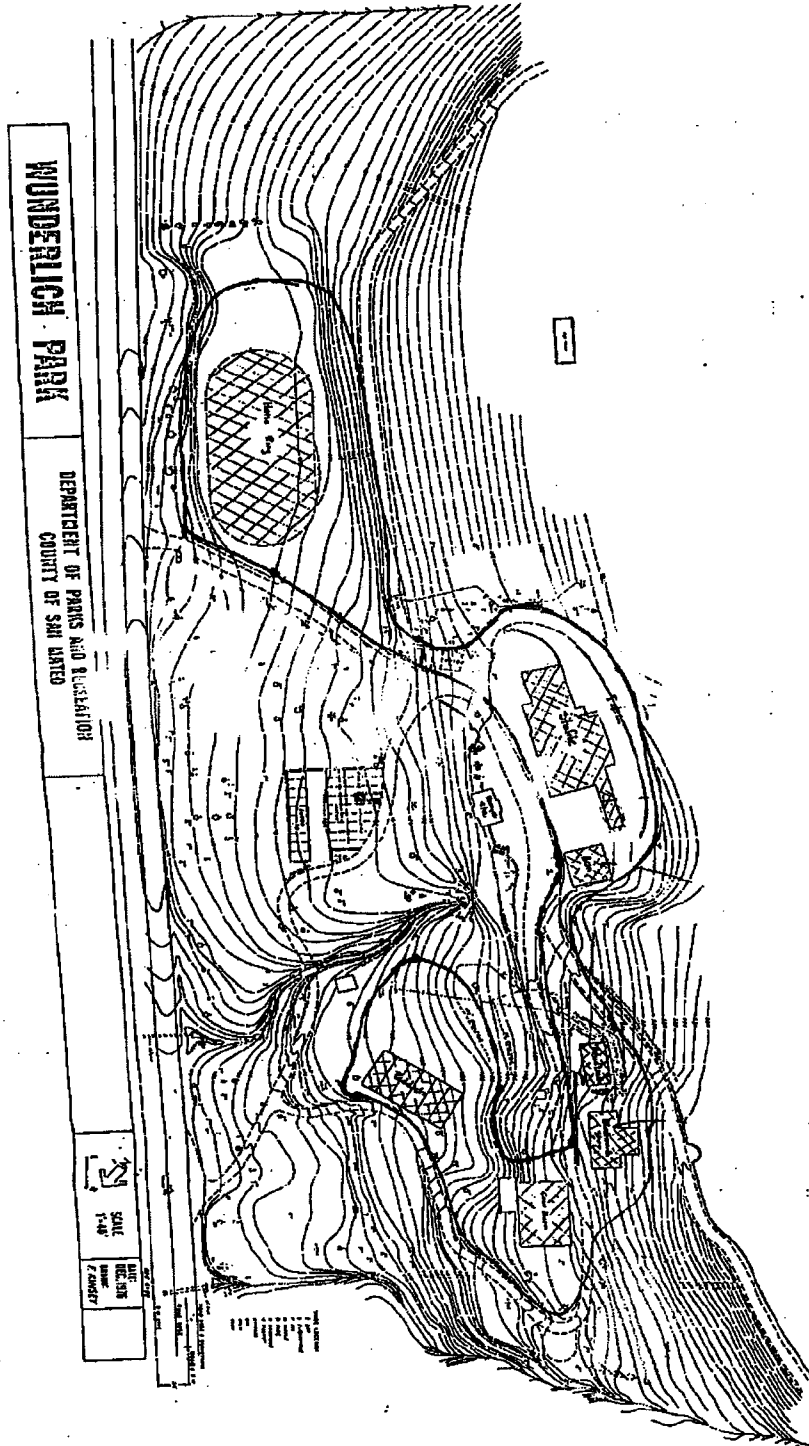
- PARKING
- RESTROOMS
- LOOKED GATE
- SERVICE ROAD
- TRAIL
- TRAIL NO BICYCLES
- TRAIL HORSES ONLY
- TRAIL WARNING MARKERS & EQUINEBURNS W/ REFERENCE
- ROAD
- POWER LINE
- PARK BOUNDARY
- CREEK

FIGURE 5

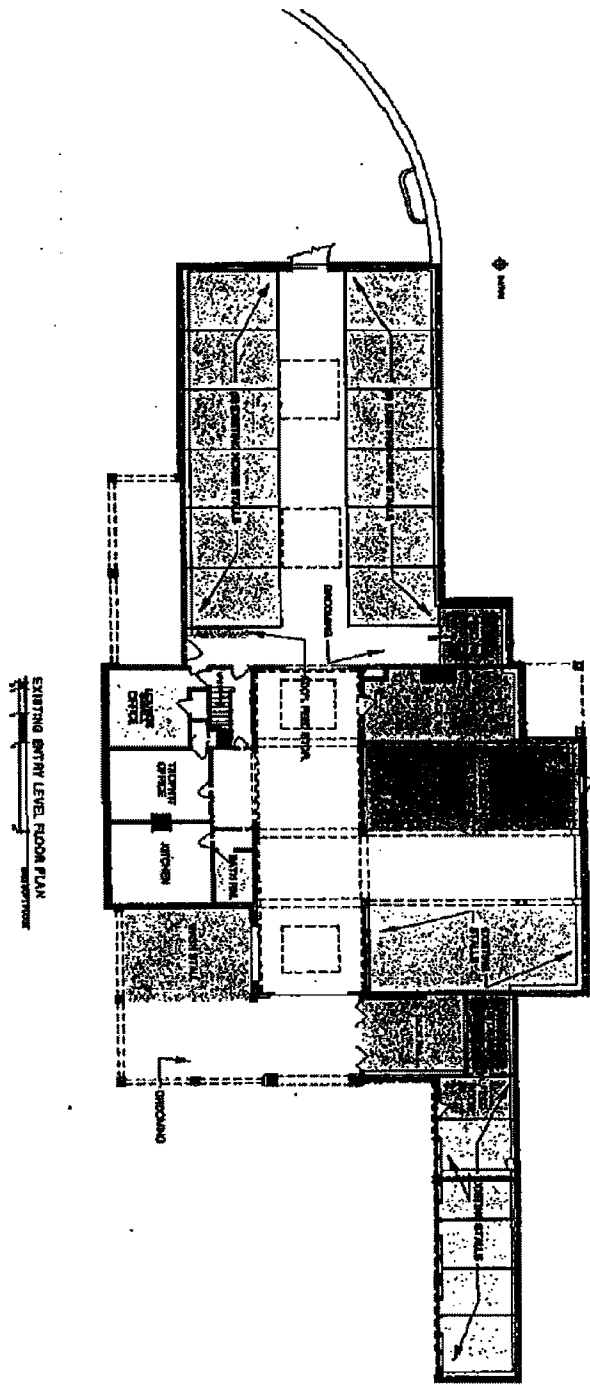
EXISTING FACILITIES

- NORTH
- 5 ACRES
- 1 ACRE
- SCALE IN FEET

Map B



Map D



COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. _____

Contractor Name and Address:

Four horizontal lines for contractor name and address.

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: _____

Attention: _____

Address: _____

City, State, Zip: _____

It is agreed between the County of San Mateo, California, and Contractor as follows:

- 1. Services to be performed by Contractor
2. Contract Term
3. Payments
4. Relationship of the Parties
5. Workers' Compensation Insurance
6. Insurance
7. Hold Harmless
8. Confidentiality
9. Non-Assignability

10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Compliance with State, Federal, and Local Laws, regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract, and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.
16. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

17. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Contractor's Signature

Date

Contractor's Name (Please Print)

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Purchasing Agent, County of San Mateo

Date

Department or Division Head Approval

Date

Department or Division Head Name (Please Print)

Budget Unit

**COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR**

Exhibit "A"
Agreement No. _____

Agreement between the County of San Mateo and **[Contractor Name]**

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

II. Amount and Method of Payment

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

_____ Contractor's Signature	_____ Date	_____ Contractor's Name (Please Print)	_____ Date
_____ Department or Division Head	_____ Date	_____ Department or Division Head Name (Please Print)	_____ Date
_____ Purchasing Agent, County of San Mateo	_____ Date		_____ Budget Unit

3. Exceptions

Does the proposed project include a request for any exception(s) to the criteria for confined animal operations set forth under Section 7700.4 of the Confined Animal Regulations?

- Yes No

If yes, please describe, (a) the exception requested and, (b) the reason for the exception:

4. Certificate of Exemption from a Confined Animal Permit

If you are applying for a Certificate of Exemption from a Confined Animal Permit, please complete the following:
Referring to Section 7700.3 of the County's Confined Animal Regulations, please initial next to the category which qualifies your project for the exemption.

- _____ Keeping confined animals in a rural area for less than 30 days.
- _____ Keeping up to five (5) animals in a rural area on land designated PAD, RM, TPZ, RM-CZ, or TPZ-CZ.
- _____ Keeping up to two (2) animals in an urban area on land designated PAD, RM, or RM-CZ.

**Manure Management
Plan Worksheet**

Planning and Building Division

455 County Center, 2nd Floor
Redwood City • CA • 94063 • Mail Drop PLN 122
Phone: 650 • 363 • 4161 Fax: 650 • 363 • 4849

(Accompanies Application for a Confined Animal Permit
or Certificate of Exemption)

Directions

Please provide the following information about the location and operation of your stable. Please answer the following questions with complete accuracy and as much detail as you can provide. This worksheet must be submitted to the Planning Division, with a site plan that verifies all of the information on this form, such as the location of manure piles. If you have any questions about this worksheet, please contact the Planning Division at 650/363-1825.

Stable Information

County File Number:

Location of Stable:

A.P.N.:

Name of Operator:

Address of Operator:

Phone of Operator:

Details of Manure Management Plan

(If additional space is needed to fully answer any of the following questions, please attach a separate sheet.)

1) How often and in what manner do you clean stalls, paddocks, and other structures from animal waste? Include information as to how often any bedding in the stalls or paddocks is changed.

2) Describe the equipment used to move and store animal waste materials.

3) Describe the location of any manure piles (including compost piles) on the property and indicate how often waste piles are removed from the property. Please include answers to the following questions: Is the waste pile within 50 feet of any perennial creeks or streams? Or within 30 feet of any intermittent creeks or streams? Is the waste pile contained in an impervious (waterproof) container? How often is the waste pile removed from the property or spread?

4) In the event of rain, how is any potential animal waste run-off into streams, creeks or stormdrains prevented?

5) During the rainy season, how do you prevent stagnant water or mud from accumulating in the confined animal structures and other enclosed areas, such as arenas?

6) How do you monitor proper manure management at your site?

Name of Person Completing Form: _____

Signature: _____ Date: _____

**Please return this form to: San Mateo County, Planning & Building Division,
455 County Center, 2nd Floor, Redwood City, CA 94063**