SAN DIEGO CONVENTION CENTER CORPORATION REQUEST FOR PROPOSALS FOR TEMPORARY STAFFING SERVICES

TEMPORARY STAFFING SERVICES RFP #24-1045

April 24, 2024

Issue Date:

PROCUREMENT REQUIREMENTS

Pre-Bid Question Deadline: May 6, 2024 at 5:00 p.m. local time **Response to Pre-Bid Questions:** May 10, 2024 at 5:00 p.m. local time **Bid Deadline:** May 17, 2024 at 5:00 p.m. local time San Diego Convention Center Corporation **Procurement Department** Send bids to: robin.wied@visitsandiego.com **Bid Evaluation Period:** May 20, 2024 - May 23, 2024 **Shortlist Interviews:** May 29, 2024 - May 30, 2024 Notice of Intent to Award: May 31, 2024 **Procurement Contact:** Robin Wied, Procurement Analyst E-Mail: robin.wied@visitsandiego.com **Phone:** (619) 577-3099 Description: The San Diego Convention Center Corporation ("Corporation") is seeking proposals from qualified staffing agencies ("Contractor") to provide professional services in the areas of temporary event staffing for Comic Con 2024 ("Event") being held at the San Diego Convention Center ("Center"). For full details of the scope of work, see Section 2 – Scope of Work. Exhibits incorporated in this RFP: • Exhibit A – Sample Contract • Exhibit B – City of San Diego Compliance Department (Living Wage Rates) Any addendum or exhibit that is issued for this RFP can be found at: https://www.visitsandiego.com/procurement/2207311-rfp-24-1045-temporary-staffing-services Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to robin.wied@visitsandiego.com. Late bids will not be accepted – NO EXCEPTIONS.

Section 1 – Instructions & General Conditions

- 1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted, and may be grounds for disqualification.
- 2. PRE-BID INFORMATION AND QUESTIONS: Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- **3. PRE-BID MEETING:** There is no pre-bid meeting scheduled for this RFP.
- **4. RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at https://visitsandiego.com/work-with-us/vendors/current-opportunities until the posted Bid Deadline to obtain any issued addenda.
- **5. BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
 - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by <u>e-mail</u> to <u>robin.wied@visitsandiego.com</u>, before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
 - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
 - d. Bids must be held firm for a minimum of 60 days.
- **6. EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are submitted in violation of this provision, the Corporation will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

- **8. REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director of Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a contractor selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
- **9.** The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- **10. PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
- **11. NON-DISCRIMINATION:** Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- **12. BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
 - A. Price 35%
 - B. Ability to Meet Corporation's Requirements 35%
 - C. Company Resume 10%
 - D. Comparable Projects (similar size & complexity) 10%
 - E. Shortlist Interview (if shortlisted) 10%
- **13. CONTRACT AWARD:** The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
- **14. DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, or safety statements;
 - c. Lack of responsibility as shown by past work;
 - d. Uncompleted work under other contracts which in the judgment of the Corporation, might hinder or prevent the prompt completion of additional work if needed.
- **15. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.

- **16.** Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
- **17. SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
- **18.** Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
- **19. INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Contractor shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$2,000,000.00
	B. Each Employee-disease	\$2,000,000.00
	C. Policy Aggregate-disease	\$2,000,000.00
3.	Commercial General Liability	
	A. Per Occurrence	\$2,000,000.00
4.	Business Auto Liability	\$2,000,000.00

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of each of these three entities shall be named as additional insured.

- **20. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
- **21.** Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder's personnel shall be subject to disqualification.
- **22. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 23. CONTRACT COMMENCEMENT: Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation's Board of Directors approval where required, and subsequent execution of the Corporation's Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.
- **24. LIVING WAGE:** Contractor shall comply with the City of San Diego Living Wage Ordinance (San Diego Municipal Code Article 2, Division 42, §§22.4201 through 22.4245).

Section 2 – Scope of Work

- 1.0 OVERVIEW: The San Diego Convention Center Corporation ("Corporation") is seeking proposals from qualified staffing agencies ("Contractor") to provide professional services in the areas of temporary event staffing for Comic Con 2024 ("Event") being held at the San Diego Convention Center ("Center"). Contractor shall assign temporary personnel to Corporation to provide both cleaning services and guest services during Event. Contractor shall provide Corporation with an option to convert up to twenty (20) temporary staff into regular Corporation employees. Contractor shall also offer the option to facilitate payroll for Corporation provided Guest Services Representatives if Corporation decides to adjust the approach for filling this role.
- **SCOPE OF WORK:** Contractor shall provide as much temporary personnel as required by Corporation for each Event day. Corporation will provide no less than three (3) weeks' notice of the required amount of temporary personnel that will need to be scheduled for an Event day. Event dates: July 19, 2024 July 29, 2024. Contractor shall complete the following scope of work:

2.1 <u>Cleaning Services Workers</u>:

- Provide up to ninety-two (92) temporary Cleaning Services Workers to split between first (1st) and second (2nd) shift hours to ensure cleanliness and sanitation throughout the Center during Event (scheduling details below).
- Duties include, but are not limited to, cleaning and removing trash from restrooms, common areas, exhibit halls, and other designated areas at the Center.
- Contractor shall designate a manager that will be available to Corporation to contact on an as-needed basis anytime Contractor employees are on-site during Event at Center. On-site Contractor supervision is preferred, but not required.
- Send replacement staff if there are temporary staff who do not show up for a scheduled shift during Event dates.

2.2 Guest Services Representatives:

- Contractor shall provide up to thirty-three (33) qualified Guest Services Representatives to split between first (1st) and second (2nd) shift hours to assist attendees, exhibitors, and staff during Event (scheduling details below).
- Responsibilities include: Providing information about event schedules, directions, facilities, and other inquiries in a courteous and professional manner. Additionally, monitoring the flow of guests boarding escalators, monitoring/ensuring guest safety at all times, and monitoring/controlling crowds during peak egress and ingress times (what to look for, how to verbally control the assigned area, and knowing when to ask Corporation management for help). Coordinate with Corporation management to address any issues or concerns raised by attendees promptly and effectively.
- Contractor shall designate a manager that will be available to Corporation to contact on an as-needed basis anytime Contractor employees are on-site during Event at Center. On-site Contractor supervision is preferred, but not required.

2.3 <u>Payroll Management</u>:

 If Corporation decides to not engage temporary staffing services for Guest Service Representatives through Contractor, Corporation may request to have Contractor facilitate payroll services for up to thirty-three (33) Corporation provided temporary Guest Services Representatives during Event, including timely processing of hours worked, deductions, and other related matters.

- Ensure compliance with all relevant labor laws and regulations regarding wages, overtime, and benefits for temporary employees.
- Provide detailed payroll reports and documentation as required by Corporation for transparency and record-keeping purposes. These reports shall include at a minimum:
 - o Breakdown in hours worked by each employee.
 - o Dates worked by each employee.
 - o Cost breakdown by each employee.

2.4 Conversion to Regular Employees:

- Offer the option for Contractor temporary staff who demonstrate exceptional performance and suitability to be converted into regular Corporation employees following the conclusion of Event. Corporation anticipates needing up to twenty (20) employees for conversion.
- Corporation management will assess the performance and suitability of temporary staff for
 potential conversion. Contractor's designated representative shall coordinate with
 Corporation management on potential conversions, but will not be required to assess the
 performance of temporary staff since Corporation management will be assessing
 performance.
- Assist in the transition process for converted employees, including onboarding, training, integration into permanent roles within the organization, and other related matters.
- **3.0 SCHEDULE:** Contractor shall provide services for the duration of Event, which is expected to span from July 19, 2024 July 29, 2024. The specific dates and hours of operation will be confirmed by Corporation management closer to Event commencement.
 - Cleaning Services Workers: Schedule will include one (1) day of training and six (6) days of event work. First (1st) shift will run 7:30 a.m. to 4:00 p.m. and second (2nd) shift will run 2:30 p.m. to 11:00 p.m. Both shifts will include two (2) 15-minute breaks and a 30-minute lunch.
 - Guest Services Representatives: Schedule will include one (1) day of training and five (5) days of event work. First (1st) shift will run 6:00 a.m. to 12:00 p.m. and second (2nd) shift will run 1:00 p.m. to 7:00 p.m. Shift start/end times may vary, and over-time hours may be available. Both shifts will include two (2) 15-minute breaks and a 30-minute lunch.
- 4.0 LIVING WAGE: Contractor shall comply with the City of San Diego Living Wage Ordinance (San Diego Municipal Code Article 2, Division 42, §§22.4201 through 22.4245), unless granted an exemption by the City's Purchasing Agent. Contractor shall also permit Corporation access to the Contractor's (a) worksite and (b) payroll records, upon Corporation's request and at any time during the Contractor's business or operation hours, to allow Corporation to audit and confirm the Contractor's compliance with the Living Wage Ordinance.
- **5.0 UNIFORM & EQUIPMENT:** Corporation shall provide Contractor's staff with temporary identification badges, supplies, and any necessary Personal Protective Equipment (PPE). Contractor shall ensure all uniforms worn by temporary staff will adhere to the below uniform requirements while working at the

Center. Contractor's staff are expected to wear professional and suitable attire for a workplace environment.

All temporary staff will receive a complimentary Event t-shirt. Shirt sizes shall be collected by Contractor and communicated to Corporation by July 8, 2024. Uniforms for each role are as follows:

- Cleaning Services Workers: Two (2) Event t-shirts will be provided. Staff will need to provide the
 remainder of the uniform. The uniform will be black pants (no leggings or jeans) and dark colored
 walking shoes (closed toe only).
- Guest Services Representatives: Staff will need to provide their own uniform. The uniform will
 be black slacks (no leggings or jeans), black button up shirt (short or long sleeve), and dark
 colored walking shoes (closed toe only).
- Contractor shall provide a list of temporary staff with first and last name, by July 8, 2024, for Corporation badging. Temporary staff are required to wear and display badges at all times during Event, and badges must be returned to Corporation management at the end of their last scheduled shift.
- **6.0 TRAINING:** Contractor shall attest that all temporary staff provided to Corporation for Event have completed the below trainings no later than July 15th, 2024. Additionally, Contractor will ensure that all Cleaning Services Workers are adequately trained in proper cleaning techniques, safety procedures, and customer service standards. Corporation reserves the right to request an audit of records to prove that such trainings were completed:
 - Best Practices and Tips for Employees (training content to be provided to Contractor by Corporation no later than June 24, 2024).
 - Safe Lifting.
 - Hazard Communication.
 - Heat Stress.
 - PPE.
- **7.0 BACKGROUND SCREENING:** Contractor will conduct background screening on all temporary staff provided to Corporation. Corporation reserves the right to request an audit of records. Background checks will include the following:
 - SSN Trace & Address History Search.
 - County & Federal Criminal Search.
 - National Criminal Database Search.
 - National Sex Offender Database.
 - Previous Conviction Question.
- **8.0 TRANSPORTATION:** Parking will not be available in the parking structure at the Center during the Event. Temporary staff will need to account for high traffic during the event and plan their schedules accordingly. Corporation recommends arriving 30 minutes prior to scheduled shift to account for additional traffic and pedestrian congestion. Corporation will provide more details on parking for Contractor's staff prior to Event commencement.

9.0 DELIVERABLES:

- Provision of qualified Cleaning Services Workers and Guest Services Representatives as per the agreed-upon schedule and requirements.
- Timely and accurate payroll processing for Guest Services Representatives, if that approach is selected.

Section 3 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

BIDDER: Legal Business Name				
Other Entity Name(s) (if applicable)				
CSLB License Number	<u> </u>			
DIR Public Works Contractor Numb	er			
Primary Contact Name				
Primary Contact Position				
Primary Contact Phone Number				
·				
Primary Contact E-mail				
BID: Please provide rates in the gold-col Diego Living Wage Ordinance (San D				•
TEMPORARY STAFFING TYPE	HOURLY RATE	TAXES,	CONTRACTOR	ALL INCLUSIVE
	PER EMPLOYEE (amount paid to employee before deductions)	INSURANCE, PTO, BENEFITS PER EMPLOYEE	MARK-UP %	BILLABLE RATE PER EMPLOYEE
Cleaning Services Worker				
(Regular Hours)	\$	\$	%	\$
Cleaning Services Worker (Overtime Hours)	\$	\$	%	\$
Guest Services Representative	Y	-	70	*
(Regular Hours)	\$	\$	%	\$
Guest Services Representative (Overtime Hours)	\$	\$	%	\$
CLEANING SERVICES WORKER CONV Section 2 – Scope of Work, Subsection 2.4 GUEST SERVICES REPRESENTATIVE (Section 2 – Scope of Work, Subsection 2.4 GUEST SERVICES PAYROLL FACILITA	CONVERSION FEE	(per employee): \$		

COMPANY RESUME: (attach with Bid Form)

Submit a company resume that includes:

- Statement of Experience Briefly describe the background and capabilities of your company.
- Key Personnel Resumes Provide resumes of the key personnel who will be assigned to the project.

COMPARABLE PROJECTS: Provide four (4) comparable projects similar in size and complexity: (use additional sheets of paper as needed) 1. Project Name: Project Address: Name of Company: _____ Client Contact Information: Contract Award Value: \$ Contract Completion Value: \$ _____ If Contract Award / Completion Are Different Values, Please Explain Why: Contract Completion Date: _____ Actual Completion Date: _____ Brief Description of Agreement/Contract or Services Provided: _____ 2. Project Name: Project Address: Name of Company: Client Contact Information: _____ Contract Award Value: \$ ______ Contract Completion Value: \$ If Contract Award / Completion Values Are Different, Please Explain Why: Contract Completion Date: Actual Completion Date: Brief Description of Agreement/Contract or Services Provided:

3. Project Name:
Project Address:
Name of Company:
Client Contact Information:
Contract Award Value: \$
Contract Completion Value: \$
If Contract Award / Completion Values Are Different, Please Explain Why:
Contract Completion Date:
Actual Completion Date:
Brief Description of Agreement/Contract or Services Provided:
4. Project Name:
Project Address:
Name of Company:
Client Contact Information:
Contract Award Value: \$
Contract Completion Value: \$
If Contract Award / Completion Values Are Different, Please Explain Why:
Contract Completion Date:
Actual Completion Date:
Brief Description of Agreement/Contract or Services Provided:

ABILITY TO MEET CORPORATION'S REQUIREMENTS: (attach with Bid Form)

The awarded Bidder shall be subject to all requirements in this RFP, and the terms and conditions provided in Exhibit A – Sample Contract. Submit any proposed redlines to Exhibit A – Sample Contract, and any exclusions or clarifications to the requirements of this RFP. In the absence of redlines or exclusions, Corporation assumes Contractor complies with all RFP and contract requirements.

TO: CORPORATION

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

BIDDER QUALIFICATION STATEMENT:

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

ADDE	NDA:
-------------	------

The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all
Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with
any of the above. The undersigned hereby acknowledges receipt of the following addenda:,,,
(write "none" if none). In addition, the undersigned has completely and appropriately filled out all
required forms.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

INSURANCES:

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

FROM:	
Respondent's Name:	Title:
Signature:	

Business Ownership Declaration

For Statistical Purpose Only. Required by the City of San Diego.

Company Information		
Name:		
Address:		
Phone:		
Email:		
Ownership Classificatio *Includes Individuals, Sole Propo		s and Corporations
[] Women owned Busine	SS (WBE - SWBE) - 51% ow	nership and active management
[] Minority Owned Busine	ess (MBE – SMBE) – 51% ov	vnership and active management
both socially and economically d	lisadvantaged as defined in Coone or more such individuals	business that is at least 51 percent owned by one or more individuals who are ode of Federal Regulations Title 49 part 26. In the case of a corporation, 51 and, whose management and daily business operations are controlled by individuals who own it.
[] Disabled Veteran Busin	ness Enterprise (DVBE)	
[] Small Business Enterp	rise (SBE)	
[] Small Local Business [Enterprise (SLBE)	
[] None Apply		
Certifications [] Yes [] No Ownership	Classification has been	certified by a city, federal, state or private agency.
Certifying Agency	·	Certification Date:
Certifying Agency	· 	Certification Date:
Ethnicity *Required – select one.		
[] African American	[] Asian	[] Caucasian
[] Hispanic	[] Filipino	[] Native American
[] Pacific Islander	[] Other:	