

County of Lassen
Request for Proposal Package
FOR
Operation of Speedway &
Speedway Concession Stands
For Lassen County Fair

RFP #01-2019

Issue Date: February 5, 2019

Contact Person: Administration Services
Attention Crystle Henderson
221 South Roop St. Suite #2
Susanville, Ca. 96130
Phone: 530-251-8334
Email: CHenderson@co.lassen.ca.us

This person is the only authorized person designated by County of Lassen to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Any attempt to contact other affiliates of County of Lassen for information regarding RFP #01-2019 may result in immediate rejection of your bid submission.

Verbal communications with, its officers and employees concerning the RFP shall not be binding on County of Lassen, and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered. Please submit all questions in writing, either hard copy or email to the address indicated above.

PART I
DEFINITIONS

Bidder/Proposer:	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal. Terms can be used interchangeably.
Contractor:	Refers to that Bidder selected by the Lassen County and awarded the contract to provide the services set forth in this RFP. Terms can be used interchangeably.
Evaluation & Selection Committee:	The Lassen County Fair Advisory Board, which may make recommendations to the Lassen County Board of Supervisors
Protest:	A formal challenge by a bidder/proposer to the intended award of a contract solicited by an RFP.
RFP:	Request for Proposal.
Responsive:	Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive."
County:	Lassen County or County of Lassen

PART II

GENERAL INFORMATION

A. Request for Proposals (RFP)

Lassen County is releasing this RFP and intends to award a contract for a period of three years (2019, 2020, 2021) with one additional three year option (2022, 2023, 2024) subject to management and Board approval for operation of the Speedway and Speedway Concession Stands, with yearly racing season starting first of April through September 15th of each year of agreement.

B. Bidder Responsibility

Bidders are urged to read the documents very carefully as the County of Lassen shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations, or correct detected errors in calculations.

C. Delivery of Proposals

Proposals must be physically received prior to the deadline and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal. A proposal package will not be opened if received late, faxed or emailed.

Proposals must meet the following format requirements to be deemed responsive for consideration: One sealed package containing three (3) copies of the proposal including copy of the Bidder/Contractor Status Form, labeled, and addressed as follows:

RFP #01-2019
Operation of Speedway & Speedway Concession Stands
Administration Services
Attention Crystle Henderson
221 South Roop St. Suite #2
Susanville, Ca. 96130

All proposals must have original signatures, be submitted to the above address, no later than February 21, 2019 by 4:00pm Pacific Time. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.

D. Contract Award

If a contract is awarded, it shall be granted to the responsible bidder who obtains the highest score as described in Part V "Evaluation Section and Scoring Process."

E. Tentative Schedule

RFP Released:	February 5, 2019
Site Visit (Optional):	February 15, 2019 at 10:00am.
Meet at Fair Office located at 195 Russell Ave Susanville Ca.	
Proposal Deadline:	Thursday, February 21, 2019
Proposed Scoring:	Monday, February 25, 2019
Proposed Contract Aware Date:	Tuesday, March 12, 2019

F. Bidder/Contractor Status Form

All bidders must complete, sign and submit the form in response to this RFP. Failure to comply will deem the bidder non-responsive. Lassen County reserves the right to verify the information on the "Bidder/Contractor Status Form" at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

G. History and General Background Information

1. The Lassen County Fair Board and Fair Manager have been operating the Diamond Mountain Speedway in Susanville Ca, since 2009. The Speedway has been in operation since the 1940's with racing activity occurring seasonally from late March to the end of October. Historically 20 or less events per year have been held. Most races are held Fridays and Saturdays with an occasional Sunday or Holiday race.

PART III

RULES GOVERNING COMPETITION AND TECHNICAL EVALUATION

A. RFP Requirements and Conditions

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, they shall immediately notify the contact person, listed on the cover page, of such error in writing and request modification or clarification of this document. Modifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 2 below. Clarifications, if issued, needs to be given by written notice to all parties to whom the County of Lassen has sent notice of the RFP and persons or entity who have requested to be given notice of any modification or notices.

2. Addendum

If necessary, the contact person listed on the cover page will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. All bidders should inquire from the contract person listed on the cover sheet whether any additional addendums have been issued prior to submitting a proposal in response to the RFP.

3. Definitions

The use of "shall", "must", or "will" indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

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

4. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- o It is received at any time after the exact time and date set for receipt of proposals as stated in Part II, paragraphs C and E.
- o It is not prepared in accordance with the required format or information is not submitted in the format required by the RFP.

- The bidder has submitted multiple bids in response to this RFP without formally withdrawing other bids; all bids shall be rejected from this bidder.
 - It is unsigned.
- A proposal may be rejected if:
- It contains false or misleading statements or references which do not support an attribute or conditions contended by the competitor. (The proposal shall be rejected if, in the opinion of Lassen County, such information was intended to erroneously and fallaciously mislead Lassen County in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)
 - All proposals will be rejected in any case where Lassen County determines, in its sole discretion, that:
 - The bids are not competitive
 - Where the financial offering is not reasonable
 - If it is deemed to be in the best interest of Lassen County
 - Any reason exists to reject the proposals
5. Right to Reject Any or All Proposals
- The County of Lassen reserves the right to reject any or all proposals, or to cancel the RFP at any time during the process.

B. Other Information

1. Disposition of Proposals

All material submitted in response to this RFP will become property of Lassen County and not returned to the bidder
2. Modification or Withdrawal of Proposals

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

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

PART IV SCOPE OF WORK

- A. Contract Term: The term of this contract for operation of the speedway is for a period of three years (2019, 2020, 2021) with one additional three year option (2022, 2023, 2024) subject to Lassen County and management approval for operation. Lassen County reserves the right to approve the yearly racing schedule and may book other activities at the speedway based on availability of the facility as established by the approved calendar of events submitted by Contractor and approved by management each year of agreement.

B. Contract Minimum: The Contractor must meet a minimum guarantee of \$9,425.00, which equates to \$725.00 per race for 13 scheduled races in 2019. Races scheduled in addition to the thirteen (13) scheduled races will be negotiated with the Fair Manager, Jim Wolcott, to determine any additional payment amount. Payment must be within seventy-two (72) hours of the event being held. Under no circumstances will the minimum guarantee be reduced.

- Contractor is responsible for speedway utility bills & dumpster fee in addition to the minimum guarantee for each racing event.

C. Insurance and Bond Requirement: Contractor will provide a \$2,500 Bond/Deposit for cleaning/damage prior to the contract start date, which will be held by Lassen County for the duration of the annual contract. The deposit less any monies deducted for clean-up, damages, fines, or unpaid rent will be refunded to the Contractor within thirty (30) days of the conclusion of the contract. Contractor will provide a current general liability insurance certificate in an amount of Five Million Dollars naming the County of Lassen, their directors, officers, agents, servants and employees as additionally insured. Contractor shall meet the requirements as outlined in the California Fair Services Authority Insurance Requirements, attached as Part VII (forms). For insurance purposes automobile racing is considered a "Hazardous Activity" under insurance requirements. Contractor may allow motorcycles, quads and other "pit vehicles" during events but must have specific coverage for those vehicles in the insurance policy. Contractor will also need to provide Liquor Liability coverage to operate the Grandstand Beer Concession Stand. Contractor must provide the Lassen County with evidence of coverage and a fully executed insurance certificate thirty (30) days prior to the first scheduled racing event to be held on Lassen County Fairgrounds Facility. The current certificate must cover the entire annual contract period (if policy changes during the season a new certificate would need to be issued and presented). Notice of suspension or cancellation of insurance will require all racing cease until a current policy is on file.

Indemnification: Contractor agrees to indemnify defend, and save harmless Lassen County its Directors, officers, agents and employees (collectively "Indemnitees") from any and all claims for loss, damage, injury or liability (collectively "Losses") of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the use of the Lassen County fairgrounds facility by the Contractor or those claiming under the Contractor excepting only Losses caused by the sole, active negligence or willful misconduct of an indemnitee.

D. Premises: The premises to be utilized by the Contractor for operation of the speedway consists of the Grandstand, Grandstand Concession Building, Concession Restroom, Grandstand Restroom, Race track with lighting and the pit area. Events with a high car count, if needed, will use the exhibitor parking lot for overflow and is added with Lassen County Fair Manager approval. Refer to facility map where three gates are available for use. The Contractor will have use of three parking lots and access to the racetrack using the far North Gate. In the event the fairgrounds has policy changes that initiate paid parking for all fairground events, the Fair Manager reserves the right to collect and split all parking revenue 60% fair 40% racing Promoter. The Lassen County Fair will not provide pit area restrooms.

- The Lassen County Fairgrounds is a public facility that is reserved on a first come, first served basis and individuals or organizations that rent the facility and requests no racing for their event will be honored
- The Lassen County Fairgrounds is a County facility and as such must be available for emergency use at all times. In the event that a natural disaster occurs in our area, the Lassen County Fairgrounds may be unavailable for all rentals.

- E. Racing Program: Contractor will be responsible to advertise, schedule and promote a racing program for each racing season for the term of this agreement. The proposed 2019 racing schedule includes the following race dates (3/23/19, 4/13/19, 4/27/19, 5/4/19, 5/18/19, 5/25/19, 6/1/19, 6/8/19, 6/29/19, 7/4/19, 7/20/19, 9/6/19 and 9/7/19). Any additional race days will be negotiated with the Fair Manager.
- F. Operations: Contractor will be required to provide all equipment. All maintenance will be the responsibility of the Promoter Personnel and supplies necessary to operate and maintain the speedway facility and conduct automobile racing events. Contractor and fair equipment will be kept in good running condition. Any inoperable equipment must be removed from the facility immediately. Contractor must be able to demonstrate operability of any equipment at the facility at any time with given notice. Contractor will provide an equipment list to the Fair Manager with the annual racing schedule and within 48 hours if it changes during the season. Contractor will not under any circumstances allow race cars to be left at the track after an event. Contractor will provide a representative to be present during all racing events. Contractor's representative shall be available at all times during term of this agreement and have the authority to answer questions and make decisions on behalf of the Contractor.
- Contractor will maintain the premises for the duration of the annual contract. Responsibilities will include all areas listed in D. Premises above. Contractor is required to clean grandstands (top side and underneath), bathrooms, concessions, racetrack and pit area within 24 hours after each scheduled event. The fair will provide paper products for the bathrooms upon request.
 - Contractor will be responsible for all trash removal from the speedway at Contractor's expense.
 - Contractor will within two (2) business days, report in writing any incident that may reasonably be expected to result in any claim under the indemnity or insurance provisions of the contract and notify the Fair Manager with information as to the disposition of any claims within thirty (30) days following the disposition. In the event there is an incident that results in injury, dismemberment or death the contractor shall contact the Fair Manager within sixty minutes of the incident.
 - Contractor shall provide all equipment, personnel and supplies necessary to maintain the speedway in a condition fit for safety of event participants, spectators, and in a manner to minimize air and noise pollution to the community.
 - Contractor shall have an Emergency Response Plan in place to respond to any accident at the speedway that addresses maintaining access for ambulance and medical personnel while limiting spectator and pit crew interference with access, and present it to the Fair Manager thirty days before the start of the first event.
 - Contractor is responsible for maintenance and repair of the speedway facility. Maintenance and repair is defined as routine activities that are necessary for the speedway to operate in a safe condition for the racers and the general public. If Contractor fails to adequately maintain or repair the speedway facility, Fair management will give Contractor forty eight (48) hours to comply by written notice to perform the necessary repairs or maintenance. If Contractor fails to comply, the Fair management will complete the necessary repairs and bill the Contractor for parts and labor. Contractor's maintenance and repairs included but not limited to:
 - Maintenance and repair of interior and exterior fence

- Removal of dirt and garbage under bleachers, in pit area and on track from each event
 - Removal of tires and other auto parts
 - Proper handling and storage of all fuel, waste oil and other chemicals used on the premises. Contractor responsible and liable for any spill and cleanup costs of hazardous materials.
 - Contractor responsible for all damage to restrooms excluding normal wear and tear.
 - Emptying all garbage cans in use along the event path from front parking lot to premises.
 - Contractor responsible for all annual health and safety inspections required for this RFP.
 - Contractor will be required to equip and operate the permanent grandstand concession for beer and food sales and meet or exceed the requirements of the Lassen County Environmental Health Department and the California State Fire Marshall including the appropriate health and alcohol licensing permits.
 - Contractor will provide public address system for the pit area. Fairgrounds will provide the PA system for the grandstand.
 - Maximum DBA levels per vehicle shall not exceed 95 DBA.
 - All vehicles must be equipped with mufflers
 - All racing must end by 11:00pm
 - Racing will be limited to two (2) nights in a calendar week.
 - Violations of DBA and Time restrictions will cause the following fines to be enforced:
 - 1st offense in an annual season = \$500.00 fine paid by Contractor
 - Second offense in an annual season = \$1000.00 fine paid by Contractor
 - Third offense in an annual season = \$2500.00 fine paid by Contractor and a meeting with the Fair Manager and representative of Lassen County to determine corrective action.
- G. Required Race Dates: Contractor will be required to schedule one race during the annual Lassen County Fair which occurs during the third week in July and on July 4th every year that the contract is in effect. In addition to the stipulations for other races the Lassen County Fair Race and the July 4th race the attendance will be split 45% fair and 55% promoter.
- H. Payment Remittance: Contractor agrees to pay the Lassen County Fair for the use of said premises as follows: the proposed minimum guarantee, concessions plus the per beer/keg fee, as well as the utility reimbursement and any cleaning charges and maintenance time incurred. Any races over and above the thirteen (13)-race minimum, the contractor will be charged at the contracted rate.
- Contractor will present a copy of sales records pertaining to the concession stands, novelty sales, and the number of attendance, together with all monies due, within 72 hours of the close of the event. Contractor will present a copy of sales records and reports along with attached "Z" cash register tapes pertaining to the concession stands and the nightly ticket audit showing actual number in attendance, together with monies due, within 72 hours of the close of the event. Beer/wine sales inventory shall be reported on kegs opened, stating beginning amounts purchased and any credits received for each event.
- I. Record Keeping/Auditing: Contractor will be required to maintain records for all speedway race events to include, racing forms, race results, admissions and concessions for three years. All said records shall be available for auditing by the Fair Staff if so requested.

J. Equipment: County owned equipment on the premises during bidding process that is part of this contract

- Pit Trailer
- Announcers Booth
- Water Truck
- Grader
- Equipment in permanent concession stand
- Pit bleachers

County equipment is available in "As Is" condition. Any maintenance or repairs is at the discretion of the Fair Manager.

Part V

Evaluation, Selection and Scoring Process

Each proposal shall be evaluated for responsiveness to Lassen County needs as described in this RFP. This part describes the process Lassen County will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Evaluation and Selection Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only respond to clarification questions from the Committee. Proposals cannot be changed by the bidder after the time and date for proposal submission.

A. Evaluation and Selection Process

1. Follow the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if
 - Submittal (receipt) was by the deadline time and date; and
 - The physical format requirements were met.

This is not a public review.
 2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for
 - Review of the technical proposal,
 - Confirmation that the information is presented in the format required by the RFP,
 - All required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

This is not a public review.
 3. Lassen County reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy are grounds for disqualification or receipt of a lower score.
 4. The Committee will evaluate each proposal that meets the format requirements of paragraph two above, and assign points for the proposal.
- This is not a public review.***

5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.
This is not a public review.
6. In order to obtain the average score for each bidder, the total points of each review will be added up for each bidder and the result divided by the number of people on the Committee. The successful Bidder is the Bidder with the highest number of awarded points and is subject to the approval of Lassen County.
7. In the event of a tie, the tie will be broken by a coin flip in the presence of the tied bidders.

B. Scoring Process

Evaluation, scoring and interviews will not be public.

1. Past experience and previous performance (30 points)

Proposer/Bidder must demonstrate the ability to operate and manage the race track facility, as well as operate and manage the food and beverage concession. Please include details on previous experience and evidence where applicable and proposed track management and administration plan

2. Three letters of recommendation (15 points)

Provide a minimum of three (3) letters of reference from industry representatives regarding services of a similar nature in operating automobile racetrack with food and beverage concessions. Letter to be within the last two (2) years and must be signed. No emails.

3. Proposed promotional and advertising program (10 points)

Describe your proposed media mix and promotional program. Enclose evidence of ability to secure advertising partners and sponsors. Discuss proposed advertising expenditures. Include the minimum amount you will spend annually on advertising.

4. Financial Responsibility (15 points)

Demonstrate your ability to provide the necessary capital and equipment for successful operations and ability to meet all financial responsibility.

List the equipment you will provide. Offer evidence of and describe your ability to secure and maintain all of the necessary equipment. Present evidence of proposed equipment. If planning to lease equipment, provide a letter from the lessor documenting the Proposer/Bidder's ability to secure a lease that guarantees Contractor access to equipment, on an as needed basis with no restrictions for term of the contract.

5. Financial Proposal (30 points)

Based on Financial Bid Form

Maximum Points Possible: 100 Points

**PART VI
MANDATORY FORMAT AND CONTENT REQUIREMENTS**

A. Introduction

This part provides instructions to the Bidder regarding the mandatory proposal format and content requirements. The Bidder must remember that

- All bids submitted must follow the proposal format instructions;

- All information must be presented in the order and manner requested;
- All questions must be answered;
- All requested data must be supplied.

Proposals not following the required format will be deemed non-responsive and will be rejected.

B. Proposal Format and Content

Bidders will submit three (3) copies of proposals for review. Information in this proposal is to be provided in the order requested, beginning with the cover letter page.

Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2" x 11" paper and all narrative portions of the proposal should be typed.

PART VII FORMS SECTION

A. Forms to be completed and submitted by Bidder

- Bidder/Contractor Status Form (mandatory)
- Financial Proposal Bid Form, completed and signed (mandatory)

B. Documents that are part of the contract to be awarded

- Sample Facility & Equipment Rental Agreement
- W-9 Request for Taxpayer ID
- Insurance Requirements
- Certificate of Insurance
- Drug Free Workplace Certification
- Map of Lassen County Fair Facility

BIDDER/CONTRACTOR STATUS FORM

RFP #01-2019

Contractor's Name (full business name)

Contact Person _____

Address _____

City, State, Zip _____

Phone Number _____

Indicate your organization type (please check one):

_____ Sole Proprietorship

_____ Partnership

_____ Corporation

Indicate the applicable employee and/or corporation number:

Federal Tax ID #: _____

California Corporation #: _____

The County of Lassen reserves the right to verify the information provided on this form by the bidder under the RFP process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the Bidder/Contractor.

Print Name & Title

Signature & Date

FINANCIAL PROPOSAL BID FORM

RFP #01-2019

Rental Fees will be a flat amount per race. There will be no percentage of gate admission except for the July 4th and Fair Race, concessions. Renter will reimburse for all utility fees incurred.

2019

\$ _____ Rent offer per Race (Minimum of \$725 per race, \$9,425 per season)
\$ _____ Beer Kegs (Minimum \$150 per keg) Concessions/Wine 16% of gross sales
\$ _____ Tenant and/or Capital Improvement offered in making improvements to the
Speedway Facility

2020

\$ _____ Rent offer per Race (Minimum of \$750 per race, \$9,750 per season)
\$ _____ Beer Kegs (Minimum \$150 per keg) Concessions/Wine 16% of gross sales
\$ _____ Tenant and/or Capital Improvement offered in making improvements to the
Speedway Facility

2021

\$ _____ Rent offer per Race (Minimum of \$775 per race, \$10,075 per season)
\$ _____ Beer Kegs (Minimum \$160 per keg) Concessions/Wine 16 % of gross sales
\$ _____ Tenant and/or Capital Improvement offered in making improvements to the
Speedway Facility

Contractor's Name: _____

(Full Business Name)

Signature Authorizing Bid: _____

Print Name & Title: _____

Date: _____

