



**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PLACE  
SALINAS, CA 93901  
(831) 755-4990**

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# **REQUEST FOR PROPOSALS RFP# 10781**

**For  
Catering Services for WeatherTech Raceway Laguna Seca**

**Proposals are due by 3:00 pm (PST) on March 11, 2021**

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## **SOLICITATION DETAILS SECTION**

### **1.0 INTENT**

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide CATERING SERVICES for WeatherTech Raceway Laguna Seca (County), County of Monterey.
- 1.2 The County is seeking, proposals from potential Contractor(s) that best demonstrate the ability to provide innovative, affordable and reliable products and services related to catering services. Proposers are encouraged to offer products and services that would be complimentary to existing facility uses, but the County also encourages proposers to be creative and unique with their proposals, offering services that could enhance the Facility and the patrons experience.

### **2.0 BACKGROUND**

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. What is known today as “WeatherTech Raceway Laguna Seca”, originally part of the former Fort Ord Military Base, was turned over to the County of Monterey in 1974.
- 2.2 WeatherTech Raceway Laguna Seca (WRLS) is a world-class motorsports facility in the Laguna Seca Recreation Area nestled in the rolling hills of the Monterey Peninsula and owned by County of Monterey. WRLS plays host to annual events such as Rolex Monterey Motorsports Reunion, Firestone Grand Prix of Monterey and IMSA WeatherTech SportsCar Championship on the 11-turn, 2.238-mile road course with the famed Corkscrew turn that descends nearly six stories in 450 feet of asphalt. The 2021 Event Schedule is identified in Exhibit A, as a sample of events that are held within the facility any given season.
- 2.3 At the Laguna Seca Recreation Area, visitors can camp on the surrounding hillsides for a serene view of the Salinas Valley. Both RV and tent camping are available in a clean, friendly environment. The park is just a short drive from the Monterey Peninsula, Salinas Valley, Carmel Valley, and Big Sur.
- 2.4 The events held at the Facility are accompanied with live entertainment and interactive sponsorships. The County has a desire to create a more robust spectator and fan experience through the creation of a comprehensive hospitality environment, offering our guests an experience at a world class level.

### 3.0 CALENDAR OF EVENTS

- |     |                                     |                                   |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFP                           | Thursday, February 11, 2021       |
| 3.2 | Pre-Bidders Zoom Meeting            | 1:00 p.m., PST, February 23, 2021 |
| 3.3 | Deadline for Written Questions      | 3:00 p.m., PST, February 25, 2021 |
| 3.4 | Proposal Submittal Deadline         | 3:00 p.m., PST, March 11, 2021    |
| 3.5 | Estimated Notification of Selection | March 2020                        |
| 3.6 | Estimated AGREEMENT Date            | March 2021                        |

*This schedule is subject to change as necessary.*

- 3.7 **PRE-BIDDERS MEETING:** A pre-bidders meeting will be held on February 23, 2021, at 1:00 p.m. (PST), on Zoom **Those interested in submitting a proposal should attend this meeting.** The purpose of this meeting is to answer questions and clarify any portion of the RFP the potential bidder(s) may question. No presentations are required or permitted at this meeting.
- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at [www.co.monterey.ca.us/admin/solicitcenter.htm](http://www.co.monterey.ca.us/admin/solicitcenter.htm). Addenda will be posted on the website the day they are released.

### 4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

**Gina Encallado**  
**Management Analyst**  
 1488 Schilling Place  
 Salinas, CA 93901  
 PHONE: (831) 796-1336  
 FAX: (831) 755-4969  
 Email: [EncalladoGL@co.monterey.ca.us](mailto:EncalladoGL@co.monterey.ca.us)

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact managers or employees of Laguna Seca Recreation Area or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

### 5.1 **Statement of Objective:**

This RFP process is anticipated to provide the County with an approved list of CONTRACTORS offering catering services to the County for the Facility. CONTRACTORS shall be available for all major events at the Facility and must notify County in writing if unavailable for a major event. CONTRACTORS may also be booked by LSRA manager or outside clients for events at the Facility at any time during the term of their Agreement. Every effort will be made to give at least 60 days advance notice to the CONTRACTOR when booking them for an event. The County shall provide its patrons visiting the Facility with catering services at a fiscally responsible cost. While the offeror cost is of great importance, proposing the lowest price will not assure award of the service. The County requires safe, reliable, on-time and efficient service. Failure to address County concerns and/or requirements for any such matter will disqualify the proposer from consideration.

### 5.2 **Contractor Minimum Work Performance Percentage:**

CONTRACTOR shall perform with his own organization contract work amounting to not less than 80 percent of the original total contract price for a given event, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

- 5.3 County is requesting written proposals from qualified firms to establish a list of approved CONTRACTORS that offer food catering services for events held at the Facility. The authorized list of caterers for the Facility are to be available for bookings by corporate clients, private clients or directly by County.

**5.4 Estimated Annual Expenditure:**

The estimated expenditure for this contract is approximately \$300,000.00 per year. This estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs. The County cannot provide dates, quantities, or menu choices for possible future catering needs nor guarantee orders.

**5.5 Pricing Structure:**

The Proposer shall propose its lowest and best price, F.O.B. destination, on each item. Proposed prices should be firm (fixed). If the Proposer, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

**5.6 Minimum Requirements:**

Qualified Proposers shall have at least three (3) years of experience in providing catering services. Qualified Proposers will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, merging with another company, or a party to a material lawsuit. The County reserves the option of validating financial and control status and matters with the Proposer before awarding the services. Qualified Proposers must provide satisfactory assurance as to the financial capacity to purchase, lease, or otherwise supply the quantity, types and services specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause the County to reject the proposal.

**5.7 Evidence of Responsibility:**

Proposer's responses to questions included in the questionnaire will be used to evaluate each Proposer's capability to provide proper and satisfactory catering services as required pursuant to this specification. Upon request of County, a Proposer whose proposal is under consideration for award of an Agreement may be required to submit additional information to support information previously adopted.

**5.8 Services/Orders:**

Proposers should either be local and within reasonable driving distance of the Facility or can bring in their own pop-up onsite kitchen facility to support the needs of the proposed services. The selected caterers shall be responsible for delivery, set-up, serving and clean-up as related to services provided under this proposal. Each requesting party shall be responsible for scheduling, correct ordering and coordinating the contracted event with the CONTRACTOR. Only County pre-approved menu items are allowed to be served during Premier events, Track Rentals, Facility Rentals, and Non-Premier events. CONTRACTOR is responsible for providing County with a pre-event invoice sheet, which includes the price of each food item, any rentals, and any additional beverages not part of the Track Beverage Program. When working during Premier Events, Track Rentals, Facility Rentals, and Non-Premier Events the CONTRACTOR shall be responsible for providing all kitchen equipment and potable water. Ice and power access may be arranged through the Facility for a fee. If the CONTRACTOR is catering in the Hospitality Pavilion or Lakebed Island, access to the outside catering kitchen is available for an additional fee. If the

CONTRACTOR is catering in the Premier Pit Row Suites, they are permitted to use the staging area under Suite One and adjacent outdoor space. During Premier events and events booked by County, tents needed for food prep and service areas as well as the necessary permits will be booked by the County, the CONTRACTOR will be responsible for all associated costs.

**5.9 Product Quality:**

Menu for a given event shall be based on the style of food and service desired by the requesting party. All food products are to be produced with quality and consistency that meets the requirements of the client and County. Proposers are to be available to serve a menu tasting to LSRA manager in order to showcase menu variety, presentation, and product quality. All Food products in fulfillment of the Agreement shall be protected in transit using insulated food transport containers approved by the National Sanitation Foundation (NSF). Food must be prepared, stored and transported at the proper temperature according to California Retail Food Code (CRFC). All menu products shall be freshly prepared and served. Day old products are unacceptable. The highest grade of all raw product is to be utilized based on menu selection.

**5.10 Appearance:**

Any staff working with CONTRACTOR are required to have clean, matching uniforms, name tags, and a logo identifying the company. All associated individuals are to maintain good hygiene. Daily personal hygiene should include bathing, use of deodorant, clean hair, teeth and fingernails. Hands must be washed as needed (e.g., after using the restroom, smoking, before preparing or serving food). Hair must be clean, neatly trimmed and maintained in a professional style.

**5.11 Presentation of Equipment:**

Equipment including dishware, flatware, serving utensils, buffet equipment, and décor must be clean, polished, well maintained, and appropriate for the menu items being served. CONTRACTOR is to provide appropriate signage for buffets and all menus. All signage and posted menus must be professionally designed and presented.

**5.12 Health and Safety Protocols:**

All County mandated health and safety protocols, including those related to food and beverage service in place at time of event must be followed by CONTRACTOR while at the Facility. Contractor is required to adhere to any additional protocols put in place by the health department or LSRA regarding health crisis or pandemic. Any CONTRACTOR not in compliance will be directed to implement protocols immediately or will be required to leave.

## **6.0 CONTRACT TERM**

**6.1** The term of each awarded AGREEMENT will be for a period of two years with the option to extend individual AGREEMENT(s) for one additional year term.

**6.1.1** County is not required to state a reason if it elects not to renew.

- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.4 The County shall have the right to inspect any facility or project site where the services performed under the resultant Agreement are carried out. The County may monitor the performance of the selected service provider(s) on a frequency of it choosing to ensure compliance with all the requirements of the Agreement. The selected service provider(s) agrees to the checks, processes or oversight the County believes is necessary to ensure compliance with the Agreement terms and conditions.

## **7.0 LICENSING/SECURITY REQUIREMENTS**

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

## **8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS**

### **8.1 CONTENT AND LAYOUT:**

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

**Proposal Package Layout;**  
**Organize and Number Sections as Follows:**



Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSAL REQUIREMENTS
Section 3	EXECUTIVE SUMMARY
Section 4	CORPORATE BACKGROUND AND EXPERIENCE
Section 5	FOOD
Section 6	APPEARENCE
Section 7	PROJECT STAFFING AND ORGANIZATION
Section 8	COST PROPOSAL
Section 9	FINANCIAL REPORT
Section 10	REFERENCES
Section 11	EXCEPTIONS
Section 12	PREFERENCE FOR LOCAL CONTRACTORS
Section 13	APPENDIX

### **Section 1: Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

### **Table of Contents**

### **Section 2: Proposal Requirements:**

Each Proposer is expected to submit a fully detailed proposal that adequately describes the advantages and benefits, which the County would realize by acceptance of its proposal. The response to this RFP shall consist of the following tabbed sections:

### **Section 3: Executive Summary:**

An executive summary will briefly describe the proposer's approach and clearly indicate their proposed services. It should also indicate any major requirements that cannot be met

by the Proposer. County will assume that Proposer agrees to full compliance with all specifications herein if no exception is taken. Any award made by the County hereunder shall bind the Proposer to the terms, conditions, and specifications set forth in this Request for Proposal.

**Section 4: Corporate Background and Experience:**

This section shall include background information on the organization and should give details of experience with similar projects. A list of three references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

**Section 5: Food:**

Proposer shall submit current photos of various displays that include breakfast, snacks, lunch, and dinner. Photos shall include food items and any décor or equipment necessary for serving.

**Section 6: Appearance:**

Proposer shall include photos detailing staff uniform standards per the requirement of this RFP. Please do not submit staff personnel photos.

**Section 7: Project Staffing and Organization:**

This section must include a certification that the proposer meets all the minimum service qualifications. Reference to completion of certification of compliance with terms and conditions of the RFP.

**Section 8: Cost Proposal:**

Cost Proposal must include both the price of services and goods. CONTRACTOR must provide a written menu to cover the needs for the following services; breakfast, lunch, and afternoon snack items. As well as a listing of all equipment required to perform the required services of the Agreement.

**Section 9: Financial Report:**

Furnish a current audited financial report for the company's most recent fiscal year.

**Section 10: References**

Proposers must submit at a minimum of three (3) current references, where the Proposer has provided the same level or type of service in the past three (3) years.

**Section 11: Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10781" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

**Section 12: PREFERENCE FOR LOCAL CONTRACTORS (IF APPLICABLE)**  
**Insert Attachment D.**

**Section 13: Appendix:**

**Appendices:** CONTRACTOR can provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

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- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:
- 8.2.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10781”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
  - 8.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
  - 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
  - 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
  - 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10781 and CONTRACTORS COMPANY NAME.**
- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on a two-phase approach. The criteria contained in this Solicitation, as demonstrated in the submitted proposal as well as the Oral Presentation during the interviews with the Short-Listed

proposers. CONTRACTOR should submit information enough for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection. AGREEMENT award(s) will not be based on cost alone.

10.2 The PHASE-ONE selection criteria include the following:

SCORING CRITERIA	Max Possible Score
<b>Work Experience/References</b> This criterion considers (i) the proposer's past performance on County Agreements or similar Agreements, (ii), the results of reference checks and (iii) the proposer's experience in providing catering services	5
<b>Response to Questionnaire</b>	10
<b>Approach and Compliance with Requirements</b> This criterion considers the proposer's project approach and compliance with all the terms and conditions, license/certification requirements, and meeting the County's scope of work requirements for the catering services.	20
<b>Menu and Pricing Options</b> This criterion considers the different menus and price of the services solicited by this Request for Proposals. Proposers will be evaluated on their menus and pricing scheme as well as on their menu and price in comparison to other proposers.	30
<b>Food and Personal Appearance</b> This criterion considers food presentation, style of equipment, and personal appearance. Proposers will be evaluated on their food and equipment presentation, as well as staff uniforms and appearance.	30
<b>LOCAL BUSINESS DECLARATION (County Funded ONLY)</b>	5
<b>TOTAL</b>	100

10.3 Based on the collective ranking of the highest rated proposals, the evaluation committee will develop a short list of proposers to continue with further evaluation through an interview process which is subject to an oral presentation and food sampling. The short list will be selected using the criteria identified above. Additional discovery may be performed to assist in selecting the short list vendors. The short-listed proposers will be contacted regarding their status as short-listed. The County reserves the right to award contract, or to forego awarding contract without notice. Thus, short-listed proposers may be afforded the opportunity for oral presentations and sampling to the committee. The County reserves the right to select as many short-listed vendors as they see fit and in the best interest of the County.

10.4 **Interviews (Oral Presentation and Food Sampling)**

Please note on-site interviews and food samplings for short-listed proposers are estimated to be held during the week of March 15, 2021. Specific days and times for

interviews with each short-listed proposer will be determined later, but proposers should be prepared to conduct the on-site food samplings during this timeframe.

- 10.5 Oral presentations and food samplings will be evaluated and scored on the following criteria:

<b>Interview Criteria</b>	<b>Weight</b>
Overall Interview	20
Food Presentation	30
Visual Presentation	15
Food Sampling Taste & Quality	35
<b>Total Points</b>	<b>100</b>

- 10.6 **Selection:**

As reflected above, the award of an Agreement will not be based solely on price, but on a combination of factors as determined to be in the best interest of the County. After evaluating the proposals, the interview process and further discussions with the finalist(s) or the tentatively selected proposer(s), the County reserves the right to further negotiate the proposed services and or method and amount of compensation before making a final selection.

- 10.7 **Best and Final Offer**

When deemed in the best interest of the County, and upon conclusion of any oral presentations and/or negotiations, the proposer(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the proposer(s).

Note: Proposers are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms and conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The County reserves the right to reject any and all proposals and to accept the proposal the County considers most advantageous. All proposals shall become the property of the County.

- 10.8 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.10 The award(s) made from this RFP may be subject to approval by the County Board of Supervisors.

## 11.0 PRICING

- 11.1 CONTRACTOR(s) shall provide a proposed PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR pricing shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
  - 11.3.1 County Department receiving services,
  - 11.3.2 Purchase order number under which the invoice is to be charged,
  - 11.3.3 Services provided,
  - 11.3.4 Dates of services,
- 11.4 Proposals should include any early discounts and/or incentives offered.
- 11.5 CONTRACTOR is responsible to pay County an 20% commission on all client invoices, this does not include bookings from County. The 20% commission is on all food and hard liquor. This 18% commission shall not be reflected on the client's invoice. When CONTRACTORS are booked by private or corporate clients, they must send County the pre event invoice sheet for approval prior to the event.

## 12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 Rights of First Refusal: Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 12.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether a local supplier submits the proposal or quotation.

12.4 Definitions: For the purpose of this Section, the following terms have the meanings indicated:

12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.

12.4.2 "Bid" includes any competitive bid, whether formal or informal.

12.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.

12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

12.5 Link to the County's Local Preference Policy:

<http://www.co.monterey.ca.us/cao/pdfs/LocalPreferencePolicy.pdf>

## 13.0 CONTRACT AWARDS

13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

13.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

13.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.

13.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

13.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

13.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

## 14.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which, County deems to be the next best qualified to provide



the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

## **15.0 AGREEMENT TO TERMS AND CONDITIONS**

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, like the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

## **16.0 COLLUSION**

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## **17.0 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

## **18.0 SAMPLE AGREEMENT SECTION**

**The COUNTY OF MONTEREY AGREEMENT \$100,000 OR MORE with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:**

[http://www2.co.monterey.ca.us/cao/pdfs/BOILERPLATE\\_SAMPLE\\_AGREEMENT\\_Revised\\_04272015\\_TS.pdf](http://www2.co.monterey.ca.us/cao/pdfs/BOILERPLATE_SAMPLE_AGREEMENT_Revised_04272015_TS.pdf)

## ATTACHMENTS AND SIGNATURE PAGE

### ATTACHMENT-A: 2021 SAMPLE EVENT SCHEDULE

(Dates are TBD and can fluctuate annually. Additional events may be scheduled.)

April 29-May 2	Trans Am SpeedFest
July 9-11	MotoAmerica Superbike SpeedFest (TBC)
July 16-18	AHRMA Monterey Classic MotoFest (TBC)
May 20-23	Sea Otter Classic
May 28-30	Memorial Weekend Camping (Cali Roots camping only)
August 7 – 8	Monterey Pre-Reunion Races
August 12 – 15	Rolex Monterey Motorsports Reunion
September 10-12	Hyundai Monterey SportsCar Championship (TBC)
September 17 - 19	Firestone Grand Prix of Monterey

**ATTACHMENT-B: COUNTY PROPOSER'S SELF SERVICE PORTAL**

Provided below is the link to the County's Proposer's Self Service (VSS) Registration portal. Please take the time to ensure that you are properly registered with the County. Insurance forms and documents are not required until you are either approved or selected through the solicitation process to provide the County with goods and/or services:

<http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration>

## ATTACHMENT-C: PROPOSER'S RESPONSE QUESTIONNAIRE

### C.1 Company Profile:

Legal name of the company: \_\_\_\_\_

Address of office providing service: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Annual sales volume: \_\_\_\_\_

Type of operation:

Individual

Partnership

LLC

Corporation

Government

Non-Collusion Statement: Do you affirm that you are duly authorized to execute this Agreement, that this company, corporation or firm has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the opening of this proposal?

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position with company: \_\_\_\_\_

### C.2 Contact Person

Please provide the following information regarding the person in your company that orders are to be placed with.

Representative's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### C.3 Location of Business

Is your firm's principal place of business located within the boundaries of the Tri-County area?

YES \_\_\_\_\_ NO \_\_\_\_\_

- C.4** Is your company currently for sale or involved in any transactions to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms in your proposal.
- C.5** Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.
- C.6** Does any relationship exist whether by relative, business associate, capital Funding agreement or any other such kinship between your company and any County employee? If yes, please explain the relationship within your proposal.
- C.7** Please enclose with your submitted proposal the following items:
1. The last two (2) Health Inspection Reports for your business
  2. A copy of your operating Permit from the Health Department
  3. A copy of Food Handling Certificate(s)
- C.8** List three (3) client references that are in similar services to those that you are proposing under this RFP. Be sure to provide the correct contact information that is valid and current. If you can please also provide an email address.

Information required:

Company Name:

Address:

Telephone Number:

Contact Person:

Email Address:

How long with the client?

**RETURN THIS FORM WITH PROPOSAL**

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP # **10781**  
ISSUE DATE: February 11, 2021



RFP TITLE: Catering Services for Laguna Seca WeatherTech Raceway

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING  
OFFICER BY  
3:00 P.M., LOCAL TIME, March 11, 2021

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING OFFICE  
1488 SCHILLING PLACE  
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
Gina Encallado, [EncalladoGL@CO.MONTEREY.CA.US](mailto:EncalladoGL@CO.MONTEREY.CA.US)

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_

## ATTACHMENT-D: LOCAL BUSINESS DECLARATION FORM

### COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one in order for a business to be considered local):

- ☐ It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as “Area”; and
- ☐ It employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area”; and
- ☐ It’s business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and
- ☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: “Area” shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one of the three counties within the defined “Area”

**On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County’s Local Preference Policy for the procurement in question.**

***Business Legal Name (and Dba name if any):***

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***Business Address:***

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***City:*** \_\_\_\_\_ ***State:*** \_\_\_\_\_ ***Zip Code:*** \_\_\_\_\_

***Signature of Authorized Representative:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

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***Title of Authorized Representative:***

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***Telephone Number:*** (\_\_\_\_) \_\_\_\_\_ ***E-Mail:*** \_\_\_\_\_

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**This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.**

**Bidders who do not qualify as a local business as per the policy should not submit this form.**

END RFP 10781