

# Attachment A

This page intentionally left blank.



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

---

# **REQUEST FOR PROPOSALS**

**10715**

**For**

## **FENCE RENTAL AND SERVICES FOR WEATHERTECH LAGUNA SECA RACEWAY**

**Proposals are due by 3:00 pm (PST) February 22, 2019**

**(THIS PAGE INTENTIONALLY LEFT BLANK)**

**TABLE OF CONTENTS:**

SOLICITATION DETAILS SECTION .....	4
1.0 INTENT .....	5
2.0 BACKGROUND .....	5
3.0 CALENDAR OF EVENTS .....	6
4.0 COUNTY POINTS OF CONTACT .....	7
5.0 SCOPE OF WORK.....	7
6.0 CONTRACT TERM.....	8
7.0 LICENSING / SECURITY REQUIREMENTS .....	8
8.0 PROPOSAL PACKAGE REQUIREMENTS .....	8
9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS .....	11
10.0 SELECTION CRITERIA .....	12
11.0 PRICING.....	13
12.0 PREFERENCE FOR LOCAL CONTRACTORS .....	14
13.0 CONTRACT AWARDS.....	15
14.0 PREVAILING WAGE.....	15
15.0 SEQUENTIAL CONTRACT NEGOTIATION.....	15
16.0 AGREEMENT TO TERMS AND CONDITIONS .....	16
17.0 COLLUSION.....	16
18.0 RIGHTS TO PERTINENT MATERIALS .....	16
19.0 PIGGYBACK CLAUSE.....	16
SAMPLE AGREEMENT SECTION .....	18
ATTACHMENTS.....	19
ATTACHMENT A: PRICING SCHEDULE .....	19
EXHIBITS .....	21
EXHIBIT A: 2019 EVENT SCHEDULE.....	21
EXHIBIT B: 2019 PRELIMINARY EVENT FENCE RENTAL NEEDS .....	22
EXHIBIT C: LOCAL BUSINESS DECLARATION FORM.....	24
RFP SIGNATURE PAGE .....	26

## **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 **Fence Rental and Services** for **WeatherTech Raceway Laguna Seca**.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

## 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 the Rolex Monterey Motorsports Reunion, the INDYCAR Grand Prix of Monterey, and the 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 2019 Event Schedule is identified in Exhibit A. This schedule may be changed as additional events are scheduled.
- 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 an area to be referred to as “Main-Street Laguna Seca”, a comprehensive hospitality environment, offering our guests an experience at a world class level.
- 2.5 Request for Proposals #10715 will establish fence rental and services. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing fence rental and services.

### 3.0 CALENDAR OF EVENTS

- |     |  |                                   |
|-----|--|-----------------------------------|
| 3.1 | Issue RFP  | Thursday, January 31, 2019        |
| 3.2 | Mandatory Pre-Proposal Meeting<br>Hospitality Pavilion WeatherTech<br>Raceway, 1021 Hwy 68, Salinas, CA<br>93908 (See 3.7) | 9:00 AM, PST, February 12, 2019   |
| 3.3 | Deadline for Written Questions   | 3:00 p.m., PST, February 14, 2019 |
| 3.4 | Proposal Submittal Deadline  | 3:00 p.m., PST, February 22, 2019 |
| 3.5 | Estimated Notification of Selection  | February 2019                     |
| 3.6 | Estimated AGREEMENT Date   | March 2019                        |

*This schedule is subject to change as necessary.*

- 3.7 **MANDATORY PRE-PROPOSAL MEETING:** Only CONTRACTOR(s) who attend the mandatory pre-proposal meeting in person will be eligible to submit proposals for this RFP. The pre-proposal meeting will be held on **Tuesday, February 12, 2019 at 9:00 a.m. (PST), at WeatherTech Raceway Laguna Seca, 1021 Hwy 68, Salinas. CA. 93908, and follow the signs to the Hospitality Pavilion. Those interested in submitting a proposal are required to 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.
- 3.7.1 Proposals received from CONTRACTOR(s) who do not attend the mandatory pre-proposal meeting listed above will be deemed non-responsive and not opened.
- 3.7.2 Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated within section 4.1 herein.
- 3.7.3 Attendance will be limited to not more than three (3) representatives from each CONTRACTOR.
- 3.8 **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	<b>Tom Skinner</b> <b>Management Analyst III</b> 1488 Schilling Place Salinas, CA 93901 PHONE: (831) 784-5791 FAX: (831) 755-4969 Email: skinnerwt@co.monterey.ca.us
--------------------------------	--

- 4.2 All questions regarding this solicitation shall be submitted in writing (EMAIL 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 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 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, 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.
- 5.2 CONTRACTOR shall provide the following services to include but not limited to:
- 5.2.1 Delivery, Setup and Teardown of fencing per Exhibit B, Event Fencing Needs.
  - 5.2.2 CONTRACTOR shall work with raceway staff for a timeline for the completion of each event.
  - 5.2.3 Vendor shall provide on-site-stand-by employees for Friday, Saturday and Sunday of each race week. These stand-by employees shall assist in setting up equipment and completing last minute requests.
  - 5.2.4 Vendor shall provide quality and presentable rented items.

- 5.2.5 CONTRACTOR'S on-site employees must be able to communicate efficiently in English.
- 5.2.6 Standard safety equipment (fire extinguishers, no smoking signs, etc.) as required by law must be installed. The cost of these shall be built into the rental price.

## **6.0 CONTRACT TERM**

- 6.1 The term of the AGREEMENT will be for a period of Five (5) years.
- 6.2 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.

## **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 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. Proposals packages shall include at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal Package Layout;</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RFP SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH FOR MEETING THE SERVICES REQUESTED

Section 3	PRE-QUALIFICATIONS/LICENSING
Section 4	PROJECT EXPERIENCE AND REFERENCES
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	ATTACHMENT A: PRICING SCHEDULE
Section 7	EXCEPTIONS
Section 8	APPENDIX

### **Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) 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 has been in existence.

**Signed RFP Signature Page and Signed Addenda** (if any addenda were released for this solicitation): Proposal 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 Proposed Approach for Meeting the Services Requested by County as Described in Section 5.0 Scope of Work:**

*(Two page maximum)*

Describe your proposed approach for providing the services described in Section 5.0 Scope of Work. Relevant considerations include the quality and feasibility of your approach to providing these services, the manner in which you intend to provide adequate staffing, and equipment or other resources to be provided by you. Identify sub-consultants, if any, you propose to use to provide the services.

CONTRACTOR shall acknowledge in writing that it meets all professional qualifications necessary to provide the services as set forth in Section 5.0 Scope of Work above.

### **Section 3, Pre-Qualifications/Licensing:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in Section 7.0 herein.

#### **Section 4, Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

#### **Section 5, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (Reference: [www.co.monterey.ca.us/admin/policies.htm](http://www.co.monterey.ca.us/admin/policies.htm)).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

#### **Section 6 Pricing - Attachment A PRICING SCHEDULE:**

CONTRACTOR shall complete **ATTACHMENT A: PRICING SCHEDULE**, attached hereto. There shall be no travel reimbursement allowed during this Agreement.

#### **Section 7, 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 #" (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 8, Appendix:**

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

---

- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals packages shall adhere to the following:
- 8.2.1 Four (4) sets of the proposal package (**one (1)** original proposal marked “**Original**” plus **three (3)** copies marked “**Copies**”) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10715”. In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
  - 8.2.2 Proposals 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 RFP SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals 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 RFP 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. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual, and will be disregarded.

## 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 #10715 and CONTRACTORS COMPANY NAME.**

- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **RFP 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 **RFP 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 the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient 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.

10.2 The selection criteria include the following:

SCORING CRITERIA	Max Possible Score
Experience	35
References	30
Pricing	30
Local Business Declaration	5
<b>TOTAL</b>	<b>100</b>

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 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.

10.5 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.

10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

## 11.0 PRICING

11.1 CONTRACTOR(s) will complete **ATTACHMENT A - PRICING SCHEDULE** for the provision of services as outlined within this RFP.

11.2 CONTRACTOR prices stated in **ATTACHMENT A - PRICING SCHEDULE** 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 CONTRACTOR shall submit **SAMPLE OF PREVIOUS WORK EXPERIENCE**.

11.4 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.

11.4.1 County will provide a defined scope.

11.5 Prices quoted for work assignments must remain in effect for the duration of the agreement.

11.6 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:

11.6.1 County Department receiving services,

11.6.2 Purchase order number under which the invoice is to be charged,

- 11.6.3 Services provided,
- 11.6.4 Dates of services,
- 11.7 Proposals should include any early payment discounts and/or incentives offered.

## **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 or not 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 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 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

### 15.0 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.

## 16.0 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, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **RFP 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.

## 17.0 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.

## 18.0 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”, in conformance with the specific requirements set forth in section 8.3, above. 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.

## 19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: \_\_\_\_ Yes \_\_\_\_ No.

CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

## **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://www.co.monterey.ca.us/cao/pdfs/AGMTmore\\$100k.pdf](http://www.co.monterey.ca.us/cao/pdfs/AGMTmore$100k.pdf)

## ATTACHMENTS

### ATTACHMENT A: PRICING SCHEDULE

ITEM DESCRIPTION	RENTAL PRICE (PER FOOT & PER HOUR)	ADDITIONAL FEES (I.E. DELIVERY, RETURN, OVERTIME, ETC.)
CHAIN LINK FENCE - 4' HIGH		
CHAIN LINK FENCE - 6' HIGH		
CHAIN LINK FENCE - 8' HIGH		
CHAIN LINK FENCE WITH MESH - 4' HIGH		
CHAIN LINK FENCE WITH MESH - 6' HIGH		
CHAIN LINK FENCE WITH MESH - 8' HIGH		
CROWD CONTROL FENCE / BICYCLE FENCE		
PRIVCY MESH (GREEN, BLACK, GRAY)		
MAN GATE - 6' HIGH		
MAN GATE - 8' HIGH		
PANIC / PUSH GATE - 6' HIGH		
PANIC / PUSH GATE - 8' HIGH		
CATERING GATE - 12' LENGTH		
VEHICLE GATE - 14' LENGTH		
PIVOT WHEEL / MOVEMENT ACCESSORIES		
LABOR TO SET		
LABOR TO REMOVE		
LABOR TO MODIFY / ADJUST		

<b>ITEM DESCRIPTION</b>	<b>ITEM NOTES (I.E. PANEL LENGTH, STYLE, SPECS, ETC.)</b>
CHAIN LINK FENCE - 4' HIGH	
CHAIN LINK FENCE - 6' HIGH	
CHAIN LINK FENCE - 8' HIGH	
CHAIN LINK FENCE WITH MESH - 4' HIGH	
CHAIN LINK FENCE WITH MESH - 6' HIGH	
CHAIN LINK FENCE WITH MESH - 8' HIGH	
CROWD CONTROL FENCE / BICYCLE FENCE	
PRIVCY MESH (GREEN, BLACK, GRAY)	
MAN GATE - 6' HIGH	
MAN GATE - 8' HIGH	
PANIC / PUSH GATE - 6' HIGH	
PANIC / PUSH GATE - 8' HIGH	
CATERING GATE - 12' LENGTH	
VEHICLE GATE - 14' LENGTH	
PIVOT WHEEL / MOVEMENT ACCESSORIES	
LABOR TO SET	
LABOR TO REMOVE	
LABOR TO MODIFY / ADJUST	

-- End of Attachment A --

## EXHIBITS

### EXHIBIT A: 2019 EVENT SCHEDULE

(Dates will fluctuate annually. Additional events may be scheduled.)

March 29 - 30	Intercontinental GT Challenge California 8 Hours
April 11 - 14	Sea Otter Classic
May 3 - 5	Trans Am SpeedFest
May 9 - 12	Ferrari Challenge & Corse Clienti F1
July 12 - 14	Motul FIM Superbike World Championship U.S. Round ft. MotoAmerica
August 10 - 11	Monterey Pre-Reunion Historic Races
August 15 - 18	Rolex Monterey Motorsports Reunion
September 13 - 15	IMSA WeatherTech SportsCar Championship
September 20 - 22	INDYCAR Grand Prix of Monterey

**PLEASE NOTE: Above are listed “Event” dates only. Set up and tear down of materials shall happen prior and after based on a schedule determined for each event by WeatherTech Raceway Laguna Seca and CONTRACTOR.**

*-- End of Exhibit A --*

## EXHIBIT B: 2019 PRELIMINARY EVENT FENCE RENTAL NEEDS

\* Please note that the following rental needs are preliminary and will be adjusted as we approach the event season. Orders will be communicated between WRLS staff and CONTRACTOR(s).

**Intercontinental GT Challenge California 8 Hours**  
**Approximate Population: 15,000**  
**March 29 - 30, 2019**

	Feet
<b>4' x 10' Bicycle Fence</b>	<b>200</b>
<b>4' Chain Link Fence</b>	<b>948</b>

**Trans Am SpeedFest**  
**Approximate Population: 20,000**  
**May 3 - 5, 2019**

	Feet
<b>6' Chain Link Fence w/ Mesh</b>	<b>180</b>
<b>4' Chain Link Fence</b>	<b>948</b>

**Ferrari Challenge & Corse Client F1**  
**Approximate Population: 15,000**  
**May 9 - 12, 2019**

	Feet
<b>6' Chain Link Fence w/ Mesh</b>	<b>228</b>
<b>Additional Black Mesh</b>	<b>484</b>
<b>4' Chain Link Fence</b>	<b>948</b>

**Motul FIM Superbike World Championship U.S. Round Feat. MotoAmerica**  
**Approximate Population: 45,000**  
**July 12 - 14, 2019**

	Feet
<b>6' Chain Link Fence w/ Mesh</b>	<b>1440</b>
<b>6' Chain Link Fence</b>	<b>660</b>
<b>Green Mesh</b>	<b>130</b>
<b>Black Mesh</b>	<b>200</b>
<b>4' Chain Link Fence w/ Mesh</b>	<b>756</b>
<b>4' Chain Link Fence</b>	<b>948</b>
<b>14' Vehicle Entrance Gate</b>	<b>28</b>
<b>4' x 10' Bicycle Fence</b>	<b>640</b>
<b>6' Man Gate</b>	<b>12</b>
<b>12' Catering Gate</b>	<b>12</b>



**Pre-Reunion Historic Races & Rolex Monterey Motorsports Reunion****Approximate Population: 65,000****Pre-Reunion: August 10 - 11, 2019****Rolex Reunion: August 15 - 18, 2019**

	<b>Feet</b>
<b>6' Chain Link Fence w/ Mesh</b>	<b>588</b>
<b>8' Chain Link Fence w/ Mesh</b>	<b>240</b>
<b>Green Mesh</b>	<b>100</b>
<b>Black Mesh</b>	<b>308</b>
<b>4' x 10' Bicycle Fence</b>	<b>870</b>
<b>4' Chain Link Fence</b>	<b>948</b>
<b>Fence Posts</b>	
<b>8' Man Gate</b>	<b>8</b>
<b>6' Man Gate</b>	<b>42</b>
<b>12' Catering Gate</b>	<b>36</b>

**IMSA WeatherTech Sports Car Championship****Approximate Population: 40,000****September 13 - 15, 2019**

	<b>Feet</b>
<b>6' Chain Link Fence w/ Mesh</b>	<b>912</b>
<b>8' Chain Link Fence</b>	<b>420</b>
<b>Black Mesh</b>	<b>152</b>
<b>Fence Posts</b>	
<b>4' x 10' Bicycle Fence</b>	<b>400</b>
<b>4' Chain Link Fence</b>	<b>948</b>
<b>14' Vehicle Entrance Gate</b>	<b>28</b>
<b>6' Panic Gate</b>	<b>42</b>
<b>8' Man Gate</b>	<b>8</b>
<b>12' Catering Gate</b>	<b>12</b>

**IndyCar Grand Prix of Monterey****Approximate Population: 70,000****September 20 - 22, 2019**

	<b>Feet</b>
<b>6' Chain Link Fence w/ Mesh</b>	<b>912</b>
<b>8' Chain Link Fence w/ Mesh</b>	<b>612</b>
<b>Black Mesh</b>	<b>152</b>
<b>4' x 10' Bicycle Fence</b>	<b>400</b>
<b>4' Chain Link Fence</b>	<b>948</b>
<b>6' Panic Gate</b>	<b>60</b>
<b>6' Man Gate</b>	
<b>Fence Wheel</b>	<b>8</b>
<b>8' Man Gate</b>	<b>8</b>
<b>12' Catering Gate</b>	<b>12</b>

*-- End of Exhibit B --*

## EXHIBIT C: 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/cao/policies.htm>

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 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 [1] 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 (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and
- ☐ It employs at least one (1) 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 (1) or more persons whose primary residence(s) is located within the “Area”; and
- ☐ Its 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 proposal or request for qualifications or request for quotations for the County; and
- ☐ It is a newly established business which is owned by an individual or by individuals 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 (1) of the three (3) 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 Db name if any):*

---

*Business Address:*

---

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

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

*Title of Authorized Representative:* \_\_\_\_\_

*Date:* \_\_\_\_\_

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

**This form must be submitted within a bidder's proposal 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 of Exhibit C --

**RFP SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP # 10715  
ISSUE DATE: January 31, 2019



RFP TITLE: FENCE RENTAL AND SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING  
OFFICER BY  
3:00 P.M., LOCAL TIME, ON February 22, 2019

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

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
Tom Skinner, SkinnerWT@CO.MONTEREY.CA.US, (831) 784-5791

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

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 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): \_\_\_\_\_