



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

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**REQUEST FOR PROPOSALS/  
10794**

**For**

**Web-Based Ticketing System for WeatherTech Laguna Seca  
Raceway**

**Proposals are due by 3:00 pm (PST) June 17, 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 a Web-Based Ticketing System for WeatherTech Raceway Laguna Seca, County of Monterey. The vendor-managed website for the sale of General Admission and Reserved Seating at all events will be branded to promote the County's interests and generate revenue utilizing a variety of channels.
- 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 event ticketing. Proposers are encouraged to offer products and services that would be complementary to existing facility uses, but the County also encourages Proposers to be creative and unique with their proposals, offering items 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 2019 Event Schedule is identified in Exhibit A, as a sample of events that are held within the facility during 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 by 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	May 20,, 2021
3.2	Mandatory Pre-Bidders Zoom Meeting (see 3.7 below)	2:00 pm, PST, May 27, 2021
3.3	Deadline for Written Questions	3:00 p.m., PST, June 1, 2021
3.4	Proposal Submittal Deadline	3:00 p.m., PST, June 17, 2021
3.5	Estimated Notification of Selection	June 2021
3.6	Estimated AGREEMENT Date	July 2021

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*This schedule is subject to change as necessary.*

- 3.7 **MANDATORY PRE-PROPOSAL ZOOM MEETING:** The mandatory pre-proposal meeting will be held via ZOOM Meeting on **May 27, 2021, at 2:00 a.m. (PST)**. **Those interested in submitting a proposal MUST attend this zoom 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.

Join Zoom Meeting

<https://montereycty.zoom.us/j/93820083384>

One tap mobile

+16699006833,,93820083384# US (San Jose)

12532158782,,93820083384# US

+(Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 938 2008 3384

Find your local number:

<https://montereycty.zoom.us/u/accfB0nqwY>

Join by SIP

[93820083384@zoomcrc.com](mailto:93820083384@zoomcrc.com)

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)



- 4.6.2 **PLEASE NOTE:** To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

## 5.0 SCOPE OF WORK

### 5.2 Ticketing Services:

#### 5.2.1 **WEB-BASED EVENT TICKETING SYSTEM REQUIREMENTS:**

The web-based event ticketing system quoted must include all the following specifications. Proposers should quote an event and ticketing software solution that possesses all the system functionality and features required in this Request for Proposal.

#### 5.2.2 **REQUEST FOR PROPOSAL SUBMISSION:**

Each Proposer's response must address how their solution meets the requirements provided in each of the subsections listed below. Subsections are denoted using bold font and underlining. Each bidder's response must use the exact subsection name as found below when addressing how the solution offered meets the needs and requirements defined.

The Proposer's response must address how the solution offered meets the needs and requirements as a Web-based Event Ticketing System. The submitted proposal must include the "Technical Approach Section" of the tabbed bid response.

**NOTE: Each Proposer's response should include all the noteworthy features, capabilities, integrations, etc. of the system offered even if those features are not explicitly noted as requirements in this Request for Proposal.**

#### 5.2.4 **General Event Properties for Event Ticketing System:**

- 5.2.4.1 Web-based software for retail, point-of-sale (POS), and self-service transactions
- 5.2.4.2 Private label design
- 5.2.4.3 County retains rights as an exclusive seller
- 5.2.4.4 Single sign-on integration
- 5.2.4.5 Comprehensive reporting-financial, event, venue, marketing data, real-time, exportable to Microsoft Excel and Access
- 5.2.4.6 Schedule start and end times for events
- 5.2.4.7 Detailed reporting (e.g. attendance, accounting (Revenue))
- 5.2.4.8 Issue refunds, including partial refunds
- 5.2.4.9 Confirmation email (receipt and ticket details)
- 5.2.4.10 Email an optional event organizer
- 5.2.4.11 Custom banners and styles for each form
- 5.2.4.12 Repurpose events

- 5.2.4.13 Subdomain hosting
- 5.2.4.14 Toll-free customer service center
- 5.2.4.15 Patron data import/migration – ability to import unlimited patron and order data
- 5.2.4.16 Social networking integration – ability to promote directly to social media, i.e. Facebook, Twitter, Instagram, etc.,
- 5.2.4.17 Unlimited user licenses

### **5.2.5 Ticket Properties**

- 5.2.5.1 Multiple events on one form (Hospitality Suite, etc.,)
- 5.2.5.2 Ability for County personnel to add and edit events
- 5.2.5.3 Discount codes and ability to limit the availability of discount codes
- 5.2.5.4 Ticket purchasing limits
- 5.2.5.5 Sponsorship Tickets (include a certain number of guests)
- 5.2.5.6 No-cost tickets
- 5.2.5.7 Automatic price increases after a certain date or early bird special pricing
- 5.2.5.8 Multiple event tickets automatically tallied

### **5.2.6 Web-Field Properties**

**The awarded vendor should provide an event and ticketing software platform that is able to include all the following types of web display fields.**

- 5.2.6.1 Require certain mandatory fields
- 5.2.6.2 Validate information including email, phone number, etc.
- 5.2.6.3 Unlimited number of fields
- 5.2.6.4 Conditional fields, i.e. fields that only appear if certain criteria are met
- 5.2.6.5 Single line textboxes
- 5.2.6.6 Multi-line (Paragraph) textboxes
- 5.2.6.7 Dropdowns
- 5.2.6.8 Checkboxes
- 5.2.6.9 Radio button groups
- 5.2.6.10 Date select
- 5.2.6.11 Time select
- 5.2.6.12 File upload

### **5.2.7 Sales Functionality**

- 5.2.7.1 Ticketing System allowing for the sale of General Admission and Assigned Seating Events
- 5.2.7.2 Assigned Seating able to be chosen from a venue map or have best available seating recommended and assigned
- 5.2.7.3 Real-time Ticketing Inventory System to eliminate risk of double-selling seats
- 5.2.7.4 Ticketing System administrators have control over the timing of pricing and availability for each event, such as limiting sales for a certain event

5.2.7.5 Ability to provide a variety of pricing models including percentage discounts, flat package pricing, and dollar-value discounts

**5.2.8 Season and Membership Ticketing**

5.2.8.1 Online season ticket renewals to allow patrons to maintain seats from season to season or renew before the season starts

5.2.8.2 System should allow upselling to include parking passes, merchandise, etc.

5.2.8.3 Systems should allow user registration and login to identify members uniquely and allow specific terms and conditions per customer or customer group, such as allowing discounted tickets for a certain customer or customer group.

**5.2.9 Seating Management**

5.2.9.1 Graphical display of assigned seating venue for ease of patron seat selection

5.2.9.2 County retains control over pricing and availability of each event's seating on an event-by-event basis. County also retains the ability to view assigned seating configurations, hold statuses, sales, and blocked seats.

**5.2.10 Account Management**

5.2.10.1 System must support an unlimited number of secure, unique user accounts.

5.2.10.2 Account management permissions should be customized to the users' needs and may differ among users.

**5.2.11 Ticket Printing**

5.2.11.1 System should allow for batch printing and allow for the printing of unprinted ticket orders, will-call ticket orders, reprint ticket orders, or print a specific ticket order

5.2.11.2 System should allow for print-at-home e-ticketing and ticketing with thermal ticket printers; system should be compatible with a wide range of thermal ticket printers

**5.2.12 Ticket Validation and Access Control**

5.2.12.1 System should offer secure barcode-based ticket validation to allow for the entry, exit, and re-entry of patrons when all tickets are scanned

**5.2.13 Access to Web-Based Reports**

5.2.13.1 Proposed system must allow County access to an online, real-time reporting database for the transparency of net sales, daily sales, sales by

RFP 10749 Web based Ticketing System WeatherTech Laguna Seca Raceway  
employee, payment details, customer profile reports, event reservation lists, seat assignments, and any other pertinent data and reports.

**5.2.14 Refunds and Exchanges**

5.2.14.1 System should allow for County personnel to search for specific customer(s) using unique information such as name, phone number, email address, credit card number, order number, etc. and reprint tickets, issue refunds, exchanges, etc.

**5.2.15 Customer Profile Management**

5.2.15.1 System should allow customers and County personnel to create user accounts to include billing and shipping addresses, email address, telephone number. County personnel should have the ability to add user profile notes and custom data fields that may also be accessible in the web-based reports.

**5.2.16 Ticketing System Accessibility**

5.2.16.1 Awarded Proposer should offer a custom-branded, mobile-friendly ticketing portal allowing ticket purchases for both assigned seating and general admission events through a mobile interface.

**5.2.17 Email Marketing**

5.2.17.1 System should allow for automated emailing of reminders, upcoming events, and marketing content based on a customer's opt-in status. Customers may be solicited to participate in marketing campaigns based on purchase history, user-type, activity history, subscription, membership status, and other applicable data.

**5.2.18 Website Design**

5.2.18.1 Awarded Proposer will collaborate with County in designing a ticketing portal suitable to the needs of the County and its customers. The County has the right to require the awarded Proposer to make any updates and changes to the web portal's design and functionality at any time during the duration of the agreement and any extensions to said agreement arising from this RFP.

**5.2.19 Convenience Fees**

5.2.19.1 Any such convenience fees charged to the customer shall be revenue fully owned and managed by the County to be used at its discretion.

**5.2.20 Delivery Options**

5.2.20.1 System should allow a variety of ticket delivery options to include U.S. Mail, Will Call, and other custom options.

**5.2.21 Credit Card Processing and Payment Gateways**

5.2.21.1 County shall have the option of processing credit cards through the awarded Proposer's system or through a payment gateway established by the County. Awarded Proposer's system should interface with a variety of established payment gateways. Proposers shall identify potential gateways within their submitted written proposals.

5.2.21.2 County shall have the right to approve or disapprove any and all proposed payment gateways.

5.2.21.3 All proposed payment gateways must meet Government Code Section 53635.2 and must be a FDIC Insured Financial Institution. Email link to code referenced:

<https://law.onecle.com/california/government/53635.2.html>

**5.2.22 Business and Technical Support**

5.2.22.1 Proposers should provide their hours of availability to provide business and technical/emergency support. Business support questions would include but not be limited to "How-to," system configuration, and a variety of customer support questions relating to the use of the system and any administrative support-related questions.

5.2.22.2 Technical and emergency support would include questions concerning system outages, error messages, or other situations that result in system downtime. Awarded proposer should be able to provide technical support 24 hours a day, 7 days per week. Awarded Proposer's technical support staff should be available 24/7 via phone and email. Proposer-supplied hardware must be covered by manufacturer warranties and supported by the proposer.

**5.2.23 System Availability and Reliability Guarantee**

5.2.32.1 Awarded proposer must be able to provide County with a 99.9% system uptime guarantee. County must document the cases of system downtime and allow the awarded proposer to remedy the cases of system failure. Although County will allow the proposer to remedy the cases of system failure, County reserves the right to terminate the Agreement with the proposer for cause, for example if the 99.9% system uptime guarantee is not upheld.

**5.2.24 Optional and Essential Equipment to Provide Services**

- 5.2.24.1 Proposers should supply a cost sheet as an attachment to their submitted proposal outlining the cost to purchase and/or lease hardware necessary to provide event ticketing services related to this RFP. The purchase and lease options per hardware item should be annotated in a column for each acquisition method. The attachment(s) should clearly indicate which items are optional and which are essential to provide event ticketing services related to this RFP. Such items on the pricing attachment(s) may include thermal ticket printers, credit card readers, access control / e-ticket scanners and validation hardware.

**For County of Monterey Treasurer/Tax Collector Financial Requirements, please see Attachment D.**

## **6.0 CONTRACT TERM**

- 6.1 The term of the AGREEMENT(s) will be for a period of five years with the option to extend the AGREEMENT for one additional five-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.

## **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 be 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)
	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	PROJECT STAFFING AND ORGANIZATION
Section 6	TECHNICAL APPROACH
Section 7	COST PROPOSAL (Attachment C)
Section 8	FINANCIAL REPORT
Section 9	EXCEPTIONS
Section 10	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 that 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 any options, alternatives, or enhancements being proposed. 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: Project Staffing and Organization:**

This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. The vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be directly assigned to this project, citing experience with similar projects, credentials, and the responsibilities to be assigned to each person.

**Section 6: Technical Approach:**

This section shall include, in narrative, outline, and/or graphic form the Proposer's approach to accomplishing the tasks outlined in the Project Specifications. The vendor must demonstrate its ability to meet all specifications as outlined in the Project Specifications.

**Section 7: Cost Proposal (ATTACHMENT C – PRICING):**

The Cost Proposal must be included as an attachment to the Proposers written proposal. Cost Proposal must include both the direct purchase price of all equipment required to perform the specified ticketing solution, and or the leasing cost for the same equipment for the initial term of the Agreement.

**Section 8: Financial Report:**

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

**Section 9: 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 #10794" (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 10: Appendix:**

**Appendices:** CONTRACTOR may 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 if submitting hard copies. For electronic submissions, please see Section 4.7 for instructions.

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 #10725". 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. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents “confidential” or “proprietary” and should be prepared to provide legal authority for any such designation upon request.

## 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10794 and CONTRACTOR’S 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).
- 9.9 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.

**10.0 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 enough information 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	40
Pricing	10
Implementation Plan and Schedule	20
Qualifications	25
LOCAL BUSINESS DECLARATION (see 12.0)	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) shall submit pricing under ATTACHMENT C - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT C - 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 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
- 11.3.1 County will provide a defined scope
- 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 11.5.1 County Department receiving services,
  - 11.5.2 Purchase order number under which the invoice is to be charged,
  - 11.5.3 Services provided,
  - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

## 12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local CONTRACTOR providing goods, supplies or services 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 “Local CONTRACTOR” Defined - For the purpose of this section, the term “local CONTRACTOR” shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, or Santa Cruz County for not less than the past five (5) consecutive years. For full policy visit: <https://www.co.monterey.ca.us/home/showdocument?id=22313>
- 12.3 Local Preference Policy: The County desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the County. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:

- 12.3.1 Vendor either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (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; and
- 12.3.2 Vendor 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
- 12.3.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and
- 12.3.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and
- 12.3.5 If applicable, vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s 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.

A firm seeking to be recognized as a Local Vendor for purposes of this procurement shall register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration> and submit the *Local Business Declaration Form* with their proposal. (**Attachment B**)

12.4 Small Local Business Outreach Program: The County has implemented a policy to promote utilization of local businesses which are small or minority-owned, such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, and Disabled Veteran Business Enterprises. A “small business” as defined by Government Code section 14837(d)(1) means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision ( c ), with 100 or fewer employees. The County offers online Self-Certification specifically for these types of businesses to formulate partnerships which create an environment of inclusion in County procurement and contracting.

## 13.0 INSURANCE REQUIREMENTS

### 13.1 Evidence of Coverage:

- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall

accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

13.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the County's Purchasing Manager.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.*

- (ii) Automobile Insurance Threshold:

Agreement **Under \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

OR

Agreement **Over \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s)*

*above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.*

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.*

- (iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.*

#### 13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be

accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.

## 14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

- 14.3 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.
- 14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 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.
- 14.6 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.

## 15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications 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 <https://www.co.monterey.ca.us/home/showdocument?id=81980>. 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.

## 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 conformity 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.

## SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: <https://www.co.monterey.ca.us/home/showdocument?id=81980>

*-- End of Sample Agreement Section --*

**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

**ATTCHMENT A: 2021 Event Schedule WeatherTech Laguna Seca Raceway**

July 9 – 11	GEICO Motorcycle MotoAmerica Superbike Speedfest at Monterey
July 16 – 18	AHRMA Monterey Classic MotoFest
August 7 – 8	Monterey Pre-Reunion
August 12 – 15	Rolex Monterey Motorsports Reunion
September 10 – 12	Hyundai Monterey Sports Car Championship
September 17 – 19	Firestone Grand Prix of Monterey
November 11 – 14	Sonoma SpeedFest

## ATTACHMENT B: 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 it meets the definition of “Local Vendor” as defined and in accordance with 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 the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

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

Any business that 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 that 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 for a business to be considered local):

Select that which is applicable to your business entity (at least one 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 proposals or request for qualifications or request for quotations for the County; or

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):*

\_\_\_\_\_

*Business Address:*

\_\_\_\_\_

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

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

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

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

**This form must be submitted within a bidder's proposal package 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.**

**ATTACHMENT C - PRICING (Please insert pricing)**

**ATTACHMENT D - FINANCIAL REQUIREMENTS PER  
TREASURER/TAX COLLECTOR'S OFFICE**

**COUNTY OF MONTEREY – LAGUNA SECA RACEWAY TICKET AGENT REQUEST  
FOR PROPOSAL  
FINANCIAL REQUIREMENTS**

**CUSTOMER/BUYER INTERFACES**

- Web and telephone interfaces available 24/7/365
- At least one point of customer interaction that complies with requirements of the Americans With Disabilities Act (ADA).
- Mobile (smart phone/tablet) solutions that incorporate Responsive Design.

**PAYMENT ACCEPTANCE/PROCESSING**

- Accept, at a minimum, Visa, MasterCard, American Express, Discover Cards
- Preference for acceptance of PayPal
- The Ticket Agent is the “merchant of record” and, therefore responsible for:
  - compliance with all relevant payment association operating rules and regulations
  - (for specificity) compliance with the Payment Card Industry Data Security Standards (PCI-DSS) including delivering an annual Attestation of Compliance (AOC) to the County-Laguna Seca
  - (for specificity) compliance with each card association’s and PayPal’s (if applicable) dispute and chargeback rules
  - compliance with all relevant federal and State statutes and regulations
  - establishing and communicating any/all add on fees assessed to the customer/buyer including convenience/service fees
- Process all customer disputes and card chargebacks in a timely manner.

**SETTLEMENT & REPORTING**

- Ticket Agent may, if deemed required, create a set-off balance to fund Chargebacks in an amount not to exceed \$5,000.
- Transmission of ticket receipts due to the County-Laguna Seca will occur no less than once per each 7-day calendar cycle. Funds transmitted to the County-Laguna Seca must be aged no more than 10 calendar days.
- In any 7-day calendar cycle in which funds amount to \$500,000 or less, transmission of funds will be made directly by Automated Clearinghouse (ACH) credit to a designated County-Laguna Seca bank account
- In any 7-day calendar cycle in which funds amount of \$500,001 or more, transmission of funds will be made directly by Federal Reserve Wire Transfer (FEDWIRE) credit to a designated County-Laguna-Seca bank account
- A report that includes:

RFP 10749 Web based Ticketing System WeatherTech Laguna Seca Raceway

- Number of tickets sold by individual race and ticket category
- Revenues by individual race and ticket category
- Any adjustments made to total Revenues
  - Chargebacks
  - Returns
  - Adjustments to Retention Balance, if any.
- Total 7-day calendar cycle total deposit to the County-Laguna Seca designated bank account.

**FINANCIAL REPORTING**

- The Ticket Agent must provide the County Treasurer-Tax Collector with audited quarterly financial statements including, at a minimum, Profit/Loss Statement, Balance Sheet and Statement of Cash Flows.

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP # **10794**  
ISSUE DATE: May 20, 2021



RFP TITLE: Web-Based Ticketing System for WeatherTech Laguna Seca Raceway

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY  
**3:00 P.M., LOCAL TIME, ON June 17, 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, (831) 796-1336

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 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): \_\_\_\_\_