

County of Lassen
Request for Proposal Package
FOR
Operation of Speedway
At Lassen County Fairgrounds

RFP #01-2025

Issue Date: January 6, 2025
Proposal Deadline: 4:00 P.M. Thursday, February 13, 2025

Contact Person: Lassen County Counsel
Attention: Crystle McFarland
221 South Roop St. Suite #2
Susanville, Ca. 96130
Phone: 530-251-8334
Email: cmcfarland@co.lassen.ca.us

This person is the only authorized person designated by County of Lassen to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Any attempt to contact other affiliates of County of Lassen for information regarding RFP #01-2025 may result in immediate rejection of your bid submission.

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

PART I

DEFINITIONS

- Agreement:** Contract by and between the County of Lassen and Contractor.
- Bidder/Proposer:** The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal. Terms can be used interchangeably.
- Contractor:** Refers to that Bidder/Proposer/Vendor/Promoter selected by the Lassen County and awarded the contract to provide the services set forth in this RFP. Terms can be used interchangeably.
- County:** County of Lassen or Lassen County
- Board or Fair Board:** Lassen County Board of Supervisors.
- Fair Advisory Board:** Lassen County Fair Advisory Board is a volunteer citizen advisory board whose members are appointed by the Lassen County Board of Supervisors. The Advisory Board does not have the authority to make binding decisions for Lassen County and acts in an advisory capacity only for the purpose of planning the Lassen County Fair and other related events.
- Fair Manager:** Lassen County Fair Manager is an employee of the County of Lassen. The manager plans, organizes, implements and administers the utilization of the fairground facilities, including the Speedway.
- Evaluation & Selection Committee:**
- An Evaluation & Selection Committee may be assembled by the Lassen County Fair Manager, and will include the Lassen County Fair Manager and other county employees and may include volunteers to be selected by the County from the Lassen County Fair Advisory Board. This Committee, if assembled, will to review all responsive proposals received and access proposals. This Committee may make recommendations to the Lassen County Board of Supervisors for the Board to consider when making an award to a contractor.
- Lassen County Fair:** A department of the County of Lassen. The Lassen County Fair is also an event, which is held in the Third week of July by the County of Lassen.
- Premises/Speedway:** Premises or Speedway be utilized by the Contractor for operation of the speedway consists of the Grandstand, Concession Restroom, Grandstand Restroom, Race Track with lighting and the pit area, and does not include the Concession Building or Concession rooms under the Grandstand.
- Protest:** A formal challenge by a bidder/proposer to the intended award of a contract solicited by an RFP; See attached Protest Procedures.
- RFP:** Request for Proposal.
- Responsive:** Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered “responsive.” This determination will be made the by the Lassen County Purchasing Agent (County Administrative Officer or designee) and/or Lassen County Counsel.

PART II

GENERAL INFORMATION

A. Scope of Work

Lassen County is releasing this Request for Proposals (RFP) to award a operations contract subject to Board of Supervisors approval for a period of three years (2025, 2026, 2027) under which the potential contractor will promote and operate the Speedway at the Lassen County Fairgrounds, with a proposed automotive racing season starting first of April through September 15th for each year of contract and for a minimum of 13 race days, annually

At the conclusion of the three (3) year term, the County, at its sole discretion, may extend this contract one time for up to one (1) to three (3) additional years, upon terms satisfactory to the County and Contractor.

The obligations of the potential contract, excepting the winning bid information, are contained in the “sample contract” attached to this RFP as Attachment A.

NOTICE TO BIDDERS: This RFP excludes bidding for “food concessions” consisting and not limited to managing, operating and selling of prepared food and beverage sales (alcoholic and non-alcoholic) at the Speedway during race events. One or more food concessionaires may be selected by the County through another separate RFP or other process to obtain qualified vendors to offer prepared food and beverages and/or manage prepared food and beverage concessions services within the fairgrounds, including during races at speedway. Prepared food and beverage sales of (alcoholic and non-alcoholic) concessions may or may not be available during races.

B. Bidder Responsibility

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

C. Delivery of Proposals

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

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

RFP #01-2025
Operation of Speedway
Administration Services
Attention: Crystle Henderson
221 South Roop St. Suite #2
Susanville, Ca. 96130

All proposals must have original signatures, be submitted to the above address, no later than Thursday February 13, 2025 by 4:00pm Pacific Time. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.

D. Contract Award

The County of Lassen reserves the right to reject any and all bids prior to its award of the contract. If a contract is awarded, it shall be awarded by the Board of Supervisors to the responsible bidder who obtains the highest score as described in Part V “Evaluation Section and Scoring Process.”

E. Tentative Schedule

RFP Released:	January 6, 2025
Site Visit (Optional):	9:00 A.M. on Saturday, January 25, 2025 at the Fair Office, located at 195 Russell Avenue, Susanville, CA.
Proposal Deadline:	4:00 P.M. Thursday, February 13, 2025
Proposed Scoring:	Tuesday, February 18, 2025
Proposed Contract Award Date:	Tuesday, February 25, 2025

F. Bidder/Contractor Status Form

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

G. History and General Background Information

The Speedway has been in operation since the 1940’s with racing activity occurring seasonally from late March to the end of October. Historically 20 or less events per year have been held. Most races are held Fridays and Saturdays with an occasional Sunday or Holiday race. From 2009 to 2018, the County of Lassen’s Lassen County Fair Advisory Board and Lassen County Fair Manager operated Diamond Mountain Speedway in Susanville Ca. In 2019, the County of Lassen advertised through an open and competitive process the opportunity to receive proposals from vendors to assume operation of the Speedway. The Lassen County Board of Supervisors ultimately awarded a contract to a private vender for a term of three years (2019, 2020, 2021) with one additional three-year option (2022, 2023, 2024) racing seasons. Use of the Speedway is not exclusive as the entirety of the facility is available for rent and use, as managed and operated by the Lassen County Fair Manager for other events and activities throughout the year, especially during the Lassen County Fair. The Lassen County Fair is typically held annually during the third week of July.

PART III
RULES GOVERNING COMPETITION AND TECHNICAL EVALUATION

A. RFP Requirements and Conditions

1. Errors

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

2. Addendum

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

3. Definitions

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

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

4. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II, paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by the RFP.
- The bidder has submitted multiple bids in response to this RFP without formally withdrawing other bids; all bids shall be rejected from this bidder.
- It is unsigned.

A proposal may be rejected if:

- It contains false or misleading statements or references which do not support an attribute or conditions contended by the competitor. (The proposal shall be rejected if, in the opinion of Lassen County, such information was intended to erroneously and fallaciously mislead Lassen County in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)
- All proposals will be rejected in any case where Lassen County determines, in its sole discretion, that:
 - The bids are not competitive
 - Where the financial offering is not reasonable
 - If it is deemed to be in the best interest of Lassen County
 - Any reason exists to reject the proposals

5. Right to Reject Any or All Proposals

The County of Lassen reserves the right to reject any or all proposals, or to cancel the RFP at any time during the process.

B. Other Information

1. Disposition of Proposals

All material submitted in response to this RFP will become property of Lassen County and not returned to the bidder

2. **Modification or Withdrawal of Proposals**

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

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

PART IV SCOPE OF WORK

- A. **Contract Term:** The term of this contract for operation of the speedway is for a period of three years (2025, 2026, 2027) subject to Lassen County approval. Lassen County reserves the right to approve or deny the yearly racing schedule and may book other activities on/at the speedway based on availability of the facility as established by the approved calendar of racing events submitted by Contractor and approved by the Fair Manager for each year of agreement.

At the conclusion of the three (3) year term, the County, at its sole discretion, may extend this contract one time (1) for up to one (1) to three (3) additional years, upon terms satisfactory to the County and Contractor.

- B. **Contract Minimum:** (This section is subject to change to be consistent with rents proposed by Bidder in the amounts specified in the awarded proposal) The Contractor must meet a minimum guarantee of \$13,000 (thirteen thousand dollars) annually to be paid to the County, which equates to a minimum guarantee of \$1,000 (one thousand dollars) per racing event for a minimum of 13 scheduled racing events in 2025. Rent to be paid by Contractor for additional races or other automotive events in addition to thirteen (13) scheduled races will be negotiated by Contractor in advance by giving 30 days prior notice with the Lassen County Fair Manager, to determine the additional rent to be paid to the County for the additional race/event and if there is any additional or terms and conditions. Payment to County must be paid in advance within seventy-two (72) hours of the race/event being held. Under no circumstances will the minimum guarantee be reduced.

- Contractor is responsible for paying speedway utility bills & dumpster fee for the speedway including concessions in addition to the minimum guarantee for each racing event. The fixed daily utility bill fee is a flat rate \$250 per race event. The dumpster fee shall be the actual cost of the disposal service, including any additional charges for exceeding yardage/tonnage.
- Additional Revenue Sharing during Fair Sponsored events shall be by pre-arrangement and separate agreement: This RFP does not include a race or automotive event during the Lassen County Fair and the 4th of July event.
 - The County reserves the right to offer Contractor a revenue sharing arrangement for additional racing or other automotive events to be held by the Contractor during the 4th of July Celebration, Lassen County Fair, or other Lassen County sponsored event. The minimum revenue sharing arrangement will not be less

than 45% Fair and 55% Contractor, and such sharing of revenue excludes sharing of sponsorship revenue and main-gate revenue secured by the Fair and shall excluded sponsorship revenue secured directly by the Contractor.

- Contractor may at its own cost and expense and profit may set-up, operate and offer non-food and non-beverage goods or merchandise concessions during Contractor held race events only and revenue received from such sales remain with the Contractor. A temporary and portable stand (tables and pop-up) shall be provided by Contractor.
- Contractor may at its own cost and expense and profit may set up and operate one temporary snack bar near the grand stand and one temporary snack bar in the pit area for selling pre-packaged non-perishable snacks (for example: chips, candy) and non-alcoholic beverages (for example: bottle water, coffee, hot chocolate, and soda). The Contractor shall obtain and maintain the required Temporary Food Facility Permit from the County of Lassen, Environmental Health Division. A temporary and portable stand (tables and pop-up shall be provided by Contractor).
- Excepting operation of the snack bar, described above, Contractor shall not offer and operate any other food and beverage concessions on the fairgrounds unless the Contractor has a valid agreement by and between the Contractor and County that provides for such concessions. Food and Beverage Concessions means all food and beverage (both alcoholic and non-alcoholic) products and services required or appropriate for, and sold or provided at, any and all events, whether through fixed or portable stands, machines or vendors, including dining, service, catering, concessions vending, vending machines, roving vendors, and any other food or beverages served at the speedway, including but not limited to the pits, parking areas or other areas of the fairgrounds. The County reserves the right to operate and/or contract for operation of any and all food and beverage concession on the fairgrounds.

C. Insurance and Bond Requirement: Contractor will provide a \$3,000 Bond/Deposit for cleaning/damage prior to the contract start date, which will be held by Lassen County for the duration of the annual contract. The deposit less any monies deducted for clean-up, damages, fines, or unpaid rent will be refunded to the Contractor within thirty (30) days of the conclusion of the contract. Contractor will provide a current general liability insurance certificate in an amount of Five Million Dollars naming the County of Lassen, their directors, officers, agents, servants and employees as additionally insured. Contractor shall meet the requirements as outlined in the California Fair Services Authority Insurance Requirements, attached as Part VII (forms). For insurance purposes automobile racing is considered a “Hazardous Activity” under insurance requirements. Contractor may allow motorcycles, quads and other “pit vehicles” during events but must have specific coverage for those vehicles in the insurance policy. Contractor must provide the Lassen County with evidence of coverage and a fully executed insurance certificate thirty (30) days prior to the first scheduled racing event or other automotive event to be held on Lassen County Fairgrounds Facility. The current certificate must cover the entire annual contract period (if policy changes during the season a new certificate would need to be issued and presented). Notice of suspension or cancellation of insurance will require all racing cease until a current policy is on file.

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

- D. Premises: The premises to be utilized by the Contractor for operation of the speedway consists of the Grandstand, , Concession Restroom, Grandstand Restroom, Race track with lighting and the pit area. Events with a high car count, if needed, will use the exhibitor parking lot for overflow and is added with Lassen County Fair Manager approval. Refer to facility map where three gates are available for use. The Contractor will have use of three parking lots and access to the racetrack using the far North Gate. In the event the fairgrounds has policy changes that initiate paid parking for all fairground events, the Fair Manager reserves the right to collect and split all parking revenue 60% County 40% Contractor. The Contractor shall provide, operate, maintain and clean a minimum of two pit area restrooms.
- The Lassen County Fairgrounds is a public facility that is reserved on a first come, first served basis and individuals or organizations that rent the facility and requests no racing for their event will be honored
 - The Lassen County Fairgrounds is a County facility and as such must be available for emergency use at all times. In the event that a natural disaster occurs in our area, the Lassen County Fairgrounds may be unavailable for all rentals.
- E. Racing Program: Contractor will be responsible to market, advertise, schedule and promote a racing program for each racing season for the term of this agreement at Contractor's sole time, cost and expense.
- F. Operations: Contractor will be required to provide all equipment, supplies and service with the exception of paper products for restrooms. All maintenance and event cleaning services including but not limited to monitoring and cleaning the grandstands, corridors and restrooms, walkways, providing spill clean-up including spill clean-up in the pits, keeping the facility clean of debris, and ensuring that garbage is removed promptly will be the responsibility of the Contractor. With the exception of restroom paper products to be supplied by the Fair, the Contractor is responsible for procuring and stocking supplies necessary to operate and maintain the speedway facility and conduct automobile racing events or other events by pre-arrangement. Contractor shall not store any inoperable equipment and such inoperable equipment must be removed by Contractor from the facility if repairs are not completed within 15 days. Upon notice of removal provided by County to Contractor to remove inoperable equipment within 72 hours, the Contractor shall pay daily rent in the amount of \$50 per day to the Fair following 72 hours prior notice from County to Contractor for failure to remove inoperable equipment Contractor must be able to demonstrate operability of any equipment at the facility at any time with given notice. Contractor will provide an equipment list to the Fair Manager with the annual racing schedule and within 48 hours if it changes during the season. Contractor will not under any circumstances allow race cars to be left at the track after an event. Contractor shall pay daily rent to the Fair in the amount of \$50 per hour per race car for race cars/race trailers left at the facility for more than 12 hours on the facility following the any race event. Contractor will provide a representative to be present during all racing events. Contractor's representative shall be available at all times during term of this agreement and have the authority to answer questions and make decisions on behalf of the Contractor.
- Contractor will maintain the premises for the duration of the annual contract. Responsibilities will include all areas listed in D. Premises above. Contractor is required to clean grandstands (top side and underneath), bathrooms, concessions, racetrack and pit area within 24 hours after each scheduled event. The fair will provide paper products for the bathrooms upon request.
 - Contractor will be responsible for all debris and trash collection and removal from the Premises and removal of collected debris and trash from off the fairgrounds at Contractor's expense. Debris and trash collection from the Premises shall be within one-calendar day immediately following a race day event. Removal of debris and collected trash from the

- fairgrounds shall occur no less than weekly unless prior arrangement for another schedule is approved by the Fair Manager. If prepared food and beverage (non-alcoholic and alcoholic) concession(s) are operational, Contractor will continue to be responsible for all debris and trash collection and removal from the Premises, excepting collection and removal from inside the food concession building, concession trailer, stand, or from trash receptacles owned and in control of concession vendor(s).
- Contractor will within two (2) business days, report in writing any incident that may reasonably be expected to result in any claim under the indemnity or insurance provisions of the contract and notify the Fair Manager with information as to the disposition of any claims within thirty (30) days following the disposition. In the event there is an incident that results in injury, dismemberment or death the contractor shall contact the Fair Manager within sixty minutes of the incident.
 - Contractor shall provide all equipment, personnel and supplies necessary to maintain the Premises and speedway in a condition fit for safety of event participants, spectators, and in a manner to minimize air and noise pollution to the community.
 - Contractor shall have an Emergency Response Plan in place to respond to any accident at the speedway that addresses maintaining access for ambulance and medical personnel while limiting spectator and pit crew interference with access, and present it to the Fair Manager thirty days before the start of the first event.
 - Contractor is responsible for maintenance and repair of the Premises facility. Maintenance and repair is defined as routine activities that are necessary for a racing event to operate in a safe condition for the racers and the general public. If Contractor fails to adequately maintain or repair the Premises, Fair management will give Contractor forty-eight (48) hours to comply by written notice to perform the necessary repairs or maintenance. If Contractor fails to comply, the Fair management will complete the necessary repairs and bill the Contractor for parts and labor. Contractor's maintenance and repairs included but not limited to:
 - Maintenance and repair of interior and exterior fence
 - Removal of dirt and garbage under bleachers, in pit area and on track from each event
 - Removal of tires and other auto parts
 - Proper handling and storage of all fuel, waste oil and other chemicals used on the premises. Contractor responsible and liable for any spill and cleanup costs of hazardous materials.
 - Contractor responsible for all damage to restrooms excluding normal wear and tear.
 - Emptying all garbage cans in use along the event path from front parking lot to premises.
 - Contractor responsible for all annual health and safety inspections required for this RFP.
 - Contractor will be required to equip and operate the permanent grandstand concession for beer and food sales and meet or exceed the requirements of the Lassen County Environmental Health Department and the California State Fire Marshall including the appropriate health and alcohol licensing permits.
 - Contractor will provide public address system for the pit area. Fairgrounds will provide the PA system for the grandstand.
 - Maximum DBA levels per vehicle shall not exceed 95 DBA.
 - All vehicles must be equipped with mufflers
 - All racing must end by 11:00p.m.
 - Racing will be limited to two (2) nights in a calendar week.
 - Violations of DBA and Time restrictions will cause the following fines to be enforced:
 - 1st offense in an annual season = \$500.00 fine paid by Contractor
 - Second offense in an annual season = \$1000.00 fine paid by Contractor

- Third offense in an annual season = \$2500.00 fine paid by Contractor and a meeting with the Fair Manager and representative of Lassen County to determine corrective action.
- G. Additional Racing Event Days - Fair and 4th of July Race Dates: This RFP and agreement excludes racing and automotive event(s) during the Lassen County Fair and associated with the July 4th federal holiday. The County reserves the right to determine and contract for racing or other automotive event during the annual Lassen County Fair which occurs during the third week in July (fair dates subject to change) and/or an event associated with the July 4th for every year that the contract is in effect. At least 90 calendar days prior notice shall be given by Contractor to the Fair Manager prior to Contractor proposing to pay the County for any additional race day(s) or use of the speedway by the Contractor. Approval and rental costs will be requested and negotiated with the Fair Manager who shall have the authority to approve or reject such proposal by Contractor. The Contractor does not have any right of first refusal for any use of the speedway for any days or uses for when the Contractor has not secured use of the facility from the Fair Manager and the Contractor has not paid in full any rent owed to the County.
- H. Payment Remittance: Contractor agrees to pay County rent and other payments as agreed to herein use of said premises in addition to payment of any utility costs, and daily penalty costs associated with inoperable equipment and/or hourly penalty costs for race cars/trailers remaining on the premise following any event. Any race or automotive event over and above the thirteen (13) race minimum, the Contractor shall pay the contracted rental rate and payments or rate and payments to be determined by pre-arrangement by and between the Contractor and County
- I. Record Keeping/Auditing: Contractor will be required to maintain records for all speedway race events to include, racing forms, race results, admissions and concessions for three years. All said records shall be available for auditing by the Fair Staff if so requested.
- J. Equipment: County owned equipment on the premises during bidding process that is part of this contract
- Pit Trailer
 - Announcers Booth
 - Pit bleachers
- County equipment is available in “As Is” condition. Any maintenance or repairs is at the discretion of the Fair Manager.
- K. Concessions: This RFP excludes food and beverage concession services.

Part V

Evaluation, Selection and Scoring Process

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

but only respond to clarification questions from the Committee. Proposals cannot be changed by the bidder after the time and date for proposal submission.

A. Evaluation and Selection Process

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

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

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

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

This is not a public review.
5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

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

B. Scoring Process

Evaluation, scoring and interviews will not be public.

1. Past experience and previous performance (30 points)

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

2. Three letters of recommendation (15 points)

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

3. Proposed promotional and advertising program (10 points)

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

4. Financial Responsibility (15 points)

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

List the equipment you will provide. Offer evidence of and describe your ability to secure and maintain all of the necessary equipment. Present evidence of proposed equipment.

If planning to lease equipment, provide a letter from the lessor documenting the Proposer/Bidder's ability to secure a lease that guarantees Contractor access to equipment, on an as needed basis with no restrictions for term of the contract.

5. Financial Proposal (30 points)

Based on Financial Bid Form

Maximum Points Possible: 100 Points

**PART VI
MANDATORY FORMAT AND CONTENT REQUIREMENTS**

A. Introduction

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

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and manner requested;
- All questions must be answered;
- All requested data must be supplied.

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

B. Proposal Format and Content

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

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

**PART VII
FORMS SECTION**

A. Forms to be completed and submitted by Bidder

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

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

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

BIDDER/CONTRACTOR STATUS FORM

RFP #01-2025

Contractor's Name (full business name)

Contact Person _____

Address _____

City, State, Zip _____

Phone Number _____

Indicate your organization type (please check one):

_____ Sole Proprietorship

_____ Partnership

_____ Corporation

Indicate the applicable employee and/or corporation number:

Federal Tax ID #: _____

California Corporation #: _____

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

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

Print Name & Title

Signature & Date

FINANCIAL PROPOSAL BID FORM

RFP #01-2025

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

2025

\$ _____ Rent offer per Race (Minimum of \$1,000 per race, \$13,000 per season)

\$ _____ Tenant and/or Capital Improvement offered in making improvements to the Speedway Facility

Proposed 2025 racing schedule calendar dates (identify at least 13 specific racing dates in this format mm/dd/year): _____

2026

\$ _____ Rent offer per Race (Minimum of \$750 per race, \$9,750 per season)

\$ _____ Tenant and/or Capital Improvement offered in making improvements to the Speedway Facility

2027

\$ _____ Rent offer per Race (Minimum of \$775 per race, \$10,075 per season)

\$ _____ Tenant and/or Capital Improvement offered in making improvements to the Speedway Facility

Proposed Equipment Rental Rates (2025-2027):

\$ _____ Daily Rent for use of Water Truck, if available (Minimum daily rate of \$120/day)

\$ _____ Daily Rent per for use of Grader, if available (Minimum daily rate of \$250/day)

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

Contractor's Name: _____
(Full Business Name)

Signature Authorizing Bid: _____

Print Name & Title: _____

Date: _____

PROTEST PROCEDURES

Bidder Protest Procedures:

Any bidder in the course of a competitive solicitation who is determined non-responsive or who is not being recommended for award of a contract may Protest the solicitation award:

1. A bidder may submit a protest if they believe that:
 1. The rating factors and/or evaluation criteria put them at an unjust disadvantage;
 2. Purchasing erred in its conclusion that the bidder's solicitation was non-responsive or failed to follow procedures set forth in the solicitation document and therefore was unfairly disqualified from the solicitation process
 3. Bidder provided the overall best value response, and that Purchasing erred in not recommending them for award of the contract or purchase order; or
 4. Purchasing failed to follow written policy and/or procedures.
 2. The bidder must submit a formal written Protest to the CSO handling the solicitation within ten (10) business days of the date on the County's Notice of Intent to Award.
 3. The bidder's Protest should provide evidence that Purchasing failed to follow procedures specified in the solicitation or made identifiable mathematical errors or other calculation errors while evaluating the bid or proposal.

Within a reasonable amount of time, the Protest review shall be completed and a determination shall be provided in writing to the bidder.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a bidder's protest.

Bidder Protest Request Review Guidelines:

Bidders have an obligation to adhere to review timeframes and to submit appropriate documentation to support their concerns.

Bidder's formal Protest must:

- Cite the legal basis for the review request;
- The firm/person submitting the Protest has responded to the solicitation or contract in question;
- Reference relevant documentation that will support their case; and
- Reference the solicitation number and the appropriate sections and page numbers.

A review may be granted if the Protest is submitted within ten (10) business days of award notification and the following criterion is met:

1. The firm/person submitting Protest is a bidder.
2. The Protest review request alleges that:
 1. Bidder submitted a responsive solicitation that was erroneously disqualified; or
 2. Bidder's solicitation should have been the lowest cost, responsive and responsible, best value bidder or ranked the highest rated bidder and was not selected for contract award.
 3. The Protest itemizes in appropriate detail and with factual reasons, the grounds for review as set forth below:

1. The Protest must assert that Purchasing made an error in disqualifying the bidder;
2. The Protest must assert that Purchasing failed to follow policy and/or procedures;
3. The Protest must assert that Purchasing made identifiable mathematical or other errors in the evaluation process; or
4. The Protest must assert that Purchasing demonstrated bias in the conduct of the evaluation.

Protest Review and Analysis:

Unless State or Federal statutes or regulations otherwise provide, the review of any determination or action will be conducted by Purchasing and be limited to the following:

- Review of solicitation requirements
- Review of disqualified proposal
- Review of proposed vendor selection criteria

In all cases, the first level review of any protest shall be conducted by the CSO handling the solicitation. However, should a bidder disagree with the conclusion of the CSO, the bidder may submit a formal written request for further review by the Purchasing Agent. The Purchasing Agent's decision shall be final.