

REQUEST FOR PROPOSALS

*SECURITY AND FIRST AID SERVICES FOR THE
BENTON COUNTY FAIR & RODEO 2023 - 2025*





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BENTON COUNTY FAIR & RODEO SECURITY AND FIRST AID SERVICES

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BENTON COUNTY FAIRGROUNDS
110 SW 53rd St.
Corvallis OR 97333
Phone: 541-766-652

REQUEST FOR PROPOSAL SECURITY AND FIRST AID SERVICES
BENTON COUNTY FAIR & RODEO 2023 - 2025

STATEMENT OF PURPOSE

Benton County seeks proposals from professional security companies hereinafter referred to as Contractor who are Certified, Licensed, Bonded, and Insured; in which to provide security and first aid services during the Benton County Fair & Rodeo. Benton County intends to enter into a 3 year contract from the period 2023 through 2025. The contract expires on August 31, 2023. This expiration date may be extended twice, on an annual basis, upon written agreement by both parties. In no event shall the contract and the extensions allowed, exceed three (3) years or August 31, 2025.

GENERAL INFORMATION

- A. Please respond to: Benton County Event Center & Fairgrounds
Attn: Lynne McKee, Director of Natural Areas, Parks and Events
110 SW 53rd St.
Corvallis, OR 97333
Or email: Lynne.McKee@co.benton.or.us
- Fax submittals will not be accepted.
 - Specifications may be viewed at www.bentoncountyfair.net
 - **Proposals must be received by 4:00 pm on Friday, December 9, 2022.**
- B. Selected Contractor for security and first aid services will perform operations at the following locations: All premises, buildings, equipment, and property of and subcontracted to the Benton County Fairgrounds during the Benton County Fair & Rodeo.

I. RULES AND TECHNICAL EVALUATION FOR PROPOSALS

A. RFP Requirements and Conditions

1. The COUNTY has established certain requirements with respect to proposals submitted by prospective proposers. The use of “shall”, “must”, or “will”, indicates a mandatory requirement or condition. Failure to include such mandatory requirements and/or conditions may 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 contract award.

2. Grounds for rejection

- a. Proposal contains false or misleading statements
- b. Proposal is not signed
- c. Proposal fails to meet mandatory requirements
- d. Proposer fails to provide data and make disclosures as requested.

3. Other Information

- a. All materials submitted in response to this RFP become the property of the COUNTY. All proposals and materials submitted by proposer shall be available for public inspection at the conclusion of the selection process. Materials may be returned only at the COUNTY's option and at the proposer's expense. One (1) copy of the proposal shall be retained for official Fair files.
- b. The COUNTY will hold the contents of all proposals in confidence until announcement of the award of contract. Once the announcement of award is issued, no proposal will be treated as confidential.
- c. Any proposal which is received by the COUNTY before the time and date set for receipt of proposals may be withdrawn or modified by written request of the proposer. However, in order to be considered, the modified proposals must be received by the proposal deadline of **December 9, 2022.**

A proposal cannot be "timed" to expire on a specific date. For example: "This proposal and the cost of estimate are valid for 60 days". This statement is non-responsive to the RFP.

- d. It is the policy of the COUNTY not to solicit proposals unless there is bona fide intention to award a contract. However, the COUNTY may decide not to award a contract if all proposals are deemed not in the best interest of the Fair.

II. HISTORY AND GENERAL BACKGROUND INFORMATION

The mission of the Benton County Event Center & Fairgrounds is to operate a special events center in a rural setting. Produce an exceptional annual County Fair and other community events which benefit all Benton County residents, especially youth and families who showcase agriculture and natural resources which enhance economic growth in Benton County. This also increases the value of the fairgrounds as a community asset while efficiently generating revenue in order to staff and maintain the fairgrounds facilities.

The Benton County Fair & Rodeo has been a proud tradition for nearly a century. The goal of the Benton County Fair & Rodeo is to promote diverse agricultural and cultural heritage of Benton County through active participation of its citizens. The Benton County Fair & Rodeo has a paid gate and offers a large selection of day and night free grounds, main stage, community stages, and arena entertainment.

A. BENTON COUNTY FAIR & RODEO

1. FAIR DATES and TIMES

The Fair will run for four (4) days starting on Wednesday preceding the first Saturday in August and ending on the first Saturday of August. Subject to change.

a) Fair Dates:

- 2023: August 2 through August 5
- 2024: July 31 through August 3
- 2025: July 30 through August 2

b) Fair Hours:

- 11:00 am to 11:00 pm Wednesday and Thursday
- 11:00 am to midnight Friday and Saturday

2. ATTENDANCE

- a) Average annual attendance between 23,000 – 26, 000. 2022 Benton County Fair & Rodeo attendance was 26,504.

III. STATEMENT OF WORK TO BE PERFORMED

The successful proposer will become the Certified, Licensed, Bonded, and Insured professional Contractor to provide Security and First Aid Services during the Benton County Fair & Rodeo.

A. Contractor to provide the following:

1. CONTRACTOR shall provide professional, certified, and trained personnel to provide security and first aid services for the 2023 to 2025 Benton County Fair & Rodeo as outlined in the preliminary schedules Attachment “B” and Attachment “C”.
2. All Security personnel will be licensed in accordance with ORS 181.870.
3. CONTRACTOR will provide and use their own necessary equipment required for providing trained security services. (i.e. flashlights, transportation, communications equipment, etc.)
4. CONTRACTOR’S personnel will dress in uniforms, easily identifiable as members of security and first aid services.
5. CONTRACTOR shall at all times during the contract period, provide personnel and management expertise; using concrete management philosophies, practices and policies which shall be used to ensure friendly and professional personnel actions during execution of the contract.
6. CONTRACTOR and personnel are also trained in working with local law enforcement and medical personnel.
7. CONTRACTOR and its employees and affiliates shall operate in a manner that enhances the Benton County Fair & Rodeo in the eyes of its patrons and use care that is reasonable and prudent to ensure the safety of all personnel and the public.
8. CONTRACTOR shall demonstrate a high degree of experience and performance during the term of contract period.

IV. FORMAT AND CONTENT REQUIREMENTS

A. Introduction

These instructions prescribe the mandatory proposal formation and the approach for the development and presentation of proposal data. Proposal format instructions must be adhered to and all questions must be answered and all requested data must be supplied. Failure to prepare the proposals in the following required format may result in elimination of the proposal from evaluation.

B. Proposal Format

1. Proposals must include a cover letter on the letterhead of the proposer, must be signed by an authorized person and contain the following statement:

“Submission of this proposal signifies that all terms, conditions, requirements, procedures, performance measures and instructions concerning the award of the RFP to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, it is agreed that failure to have provided accurate and truthful information in this proposal or any deviation from any requirements or performance measure stated in the RFP shall constitute grounds for rejection of this proposal.”

Each bid must contain a statement as to whether the bidder is a resident bidder as defined by ORS 279A.120.

2. The organization of the response shall be as follows:
 - a. All pages must be on 8 1/2"x11" paper
 - b. Completed forms as follows: (forms attached)
 - Security and First Aid Service Provider Response Form; Attachment B
 - Contractor Status Form; Attachment C
 - c. All narrative portions of the proposal shall be double-spaced and include any additional information as requested in # III above.
 - d. Each narrative page of the proposal shall be numbered in consecutive fashion.
 - e. Each point under # III above shall be addressed fully.
 - f. The outside of the Proposal envelope shall plainly state the following:
 - “Proposal for Security and First Aid Services,”
 - Proposer’s name and address

C. Proposal must address the following;

1. Company Information: Legal Business name and any DBA’s, address, phone number(s), fax number(s), e-mail(s), and website address. Include names and information on corporate officers, general partners, sole proprietor(s), managers, key employees and a brief company history.
2. Proposal shall show the present business address of the Proposer at which communications from the County and notices served are to be received.
3. Statement of Operation: Provide statements relative to management philosophies, public relations policies, handling of customer complaints, employee hiring practices, and appearance of employees.
4. Proposal must present all mandatory and requested information in the required format
5. The proposal must be signed by a person(s) authorized to legally bind the Contractor and must contain a statement that this proposal and the financial terms proposed therein shall remain firm to this request for proposal.
6. Experience of Contractor: Contractor must indicate, in detail, its experience in providing services at similar facilities for events, fairs, and festivals.
 - a. A list of accounts/clients currently owned or under contract. This list must include the name and telephone number of the contract administrator or contact for each account.
 - b. References (at least three (3))
 - c. Other relevant information.

7. Measures for security and responsible first aid services
 - a. Type of Staff training and certification
 - b. Supervision of staff
 - c. Other relevant information
8. Plans for service
 - a. Measures/plans to efficiently serve while maintaining safe, responsible environment
 - b. Other relevant information
9. Contractor must answer the following questions:
 - a. Has Contractor ever been found out of compliance with laws or rules of any state, federal or local governing entity? If so please describe the type of violation(s), penalties imposed, and any other pertinent information.
 - b. Has Contractor or its principals ever been sued for a violation of state laws? If so, please describe the suit and the resolution.
10. Insurance Certificate and letter from Contractor's Insurance Agent showing Contractor maintains insurance acceptable to the COUNTY in full force and effect throughout the term of this contract meeting all requirements stated in ATTACHMENT A, Insurance Requirements.
11. Hold Harmless/Indemnification: The Lessee shall indemnify, defend and hold harmless Benton County, Benton County Natural Areas, Parks and Events, the County's officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the Contractor, or sub-contractor caused by or arising out of the performance, act or omission by Lessee of any term of this contract. Contractor's obligation to indemnify, defend, and hold harmless Benton County shall not be eliminated or reduced by an actual or alleged concurrent negligence of Benton County or its agents, agencies, employees and officials.

V. CONTRACT TERMS AND CONDITIONS

These terms and conditions will become part of the contract.

- A. Contractor will adhere to all pertinent local laws and ordinances; all required permits and licenses will be obtained by Contractor.
- B. Contractor must maintain one or more representatives authorized to take immediate action upon any request of the Benton County Fair & Rodeo management. This person must be identified to the County as the contractor's authorized representative.
- C. The Contractor and any subcontractors must maintain insurance acceptable to the County in full force and effect throughout the term of this contract. The policy or policies of insurance shall meet all requirements stated in ATTACHMENT A, Insurance Requirements.
- D. Contractor shall provide on-site personnel and management expertise to provide and/or enforce the following:
 1. Concrete management philosophies, practices, and policies shall be used to ensure professional personnel actions during execution of the contract.
 2. Professional and clean appearance of operation and all employees
 3. Contractor shall demonstrate a high degree of experience and performance during the term of the contract period.
 4. Professional technique shall be used in all posting of signage.

5. Contractor shall, at all times during the contract period, use care that is reasonable and prudent to ensure the safety of all personnel and of the public.
 6. On-Site event security personnel
 7. CONTRACTOR will be certified, licensed, bonded, and insured to provide Access Control; Crowd Management; First Aid services; Executive Protection and qualified to work with local law enforcement and medical personnel.
- E. If Contractor employs one or more workers as defined in ORS 656.027, and such workers are subject to ORS 656.001 to 656.794, CONTRACTOR shall maintain current and valid Worker's Compensation Insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.
 - F. The COUNTY will maintain adequate fire extinguishing for the premises.
 - G. Client Liaison: The successful contractor's manager will report to the Benton County Fair & Rodeo Management in order to maintain communication between the County and the Contractor. The Contractor's manager will participate as requested, in meetings having to do with security and alcohol concession service operations.
 - H. Each Contractor submitting a response must initial the Hold Harmless/Indemnification on Page 15 and provide that with their response.

VII. EVALUATION AND SELECTION PROCESS

Proposals will be independently scored by a selected Benton County Proposal Review Committee to include but not limited to Fair Board and Benton County Staff representative(s). All scores will be then totaled for each proposal. The Proposal Review Committee will then make recommendations to the Benton County Natural Areas, Parks and Events Director.

- A. Benton County reserves the right to reject any and all proposals for cause and to waive any irregularities therein. All information must be complete and proof of insurance attached.
- B. Benton County will not be responsible for any cost incurred by the bidder in preparing and submitting a proposal.
- C. The Fair Board and/or Natural Areas, Parks and Events Director reserve the right to negotiate the terms and conditions identified within this proposal.
- D. The Fair Board and/or Natural Areas, Parks and Events Director reserve the right to conduct appropriate investigations into the background of any Proposer under consideration for this contract, including site visits.
- E. Company Information: Legal Business name and any DBA's, address, phone number(s), fax number(s), e-mail(s), and website address. Include names and information on owners, partners, managers, key employees and a brief company history.
- F. Statement of Operation: Provide statements relative to management philosophies, public relations policies, handling of customer complaints, employee hiring practices, and appearance of employees.
- G. Proposal must present all mandatory and requested information in the required format.

	POINTS
Company Information and Statement of Operation	150
Qualifications to meet the statements of work described in Section III and requirements outlined in Section IV Format and Content Requirements	450
Financial Proposal	300
References	100
TOTAL	1000

VIII. COMMENT AND COMPLAINT PROCESS

- A. If there are questions on any sections of this RFP, or comments on any specifications that may limit completion, please submit them in writing by November 18, 2022 and they will be answered by November 21, 2022. All questions and answers will be forwarded to everybody to whom we have sent copies of this RFP.
- B. Any complaints received in writing and addressed to the Director of Benton County Natural Areas, Parks and Events by November 18, 2022 will be shared with all proposers. All complaints received after the bid has been awarded will be handled pursuant to BENTON COUNTY Code 2.805

IX. SUBMISSION

- A. Final Proposals must be received on or before **4:00 pm, Friday, December 9, 2022.**
- B. Please send proposals to:
 - Benton County Event Center & Fairgrounds
Attn: Lynne McKee, Director of Benton County Natural Areas, Parks & Events
110 SW 53rd Street
Corvallis, OR 97333
Or emailed to Lynne.McKee@co.benton.or.us
- C. Fax submittals of proposals will not be accepted.

ATTACHMENT A

CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

☐ If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

☐ Required by County ☒ Not Required by County

Commercial General Liability insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

☐ If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

☐ If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

☒ Required by County ☐ Not Required by County

Automobile Liability covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

☐ If this box is checked, the limits shall be \$1,000,000 per accident.

☐ If this box is checked, the limits shall be \$5,000,000 per accident.

☒ Required by County ☐ Not Required by County

Property of Others in Transit (Cargo) covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

☐ Required by County ☒ Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

Certificate holder should be: Benton County Natural Areas, Parks & Events, 110 SW 53rd Street, Corvallis OR 97330 .
Certificates of Insurance can be mailed to the address provided or emailed to FairInfo@co.benton.or.us

ATTACHMENT B RESPONSIBILITIES, SCHEDULES, AND FINANCIAL

I. Security Responsibilities

- a. CONTRACTOR will provide certified and trained security personnel and alcohol monitors during the Benton County Fair & Rodeo.
- b. CONTRACTOR will provide the necessary equipment and transportation to perform the requested services.
- c. All security personnel will be certified in accordance with ORS 181.870
- d. CONTRACTOR responsible for all hotel reservations and rooms costs.

Gates

- Purple Gate (East entrance on 53rd Street with Will Call booth)
- Orange Gate (West entrance from grass field with ticket booth)
- Blue Gate (South entrance from large gravel parking lot with ticket booth)
- Red Gate (North cul-de-sac entrance on 53rd Street)
- Rodeo Gate (South entrance from large gravel parking lot into rodeo arena)
- Livestock Gate (South entrance from large gravel parking lot into 4-H livestock sheds)

II. First Aid & CPR Services

- A. CONTRACTOR to provide two staff members to provide basic First Aid & CPR services during the Benton County Fair & Rodeo from 11:00 am – 11:00 pm Wednesday and Thursday and 11:00 am to midnight Friday & Saturday. It is expressly understood that CONTRACTOR shall not be obligated to provide First Aid service to agents and employees of COUNTY, Carnival or Rodeo participants who become ill or injured during the Benton County Fair & Rodeo. First Aid services shall be limited to those procedures covered in the American Red Cross Standard First Aid procedure textbook.
- B. Upon completion of the Benton County Fair & Rodeo, a copy of all reports relating to First Aid assistance provided by CONTRACTOR shall be given to COUNTY for their records.
- C. CONTRACTOR will provide and use their own necessary equipment required for providing First Aid & CPR services.
- D. CONTRACTOR's personnel will dress in uniforms, easily identifiable as members of security services.

V. Security & First Aid Services Schedules

A. Tuesday – Sunday

Tuesday			
<u>Gate</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>
Red	600	2400	18
Green	1000	2400	14
Livestock	1000	2200	12
Rover	900	2200	13

Total 57

Friday & Saturday			
<u>Gate</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>
Red	0	2400	24
Livestock	0	2400	24
Orange	0800	2200	14
Rodeo	1700	2400	7
Backstage	1600	2300	7
Main Stage	1800	2400	6
Rover	1100	2400	14
Rover	1200	2200	10
Alcohol M	1200	2300	11
Alcohol x3	1600	2400	24

Total 141

Wednesday & Thursday			
<u>Gate</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>
Red	0	2400	24
Livestock	0	2400	24
Orange	0800	2200	14
Rodeo	1700	2200	5
Backstage	1600	2300	7
Main Stage	1900	2300	4
Main Stage	1900	2400	5
Rover	1100	2300	10
Alcohol M	1200	2300	11
Alcohol x3	1600	2300	21

Total 125

Sunday			
<u>Gate</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>
Red	0	1400	14
Livestock	0	1200	12
Orange	0	1000	10
Comm Bldg	0600	1400	8

Total 46

TOTAL SECURITY/ALCOHOL MONITOR HOURS = 635

First Aid Hours of Service

Wednesday & Thursday, 11:00 am – 11:00 pm, 12 hours x 2 staff = 24 hours

Friday & Saturday, 11:00 am – midnight, 13 hours x 2 staff = 26 hours

TOTAL HOURS FOR FIRST AID SERVICES = 100 HOURS

Total First Aid Hours as outlined in section IV	<u>100</u>
Cost per Hour/Employee	\$ _____
Subtotal for First Aid Services	\$ _____
Total Security/Alcohol Monitor Hours	<u>635</u>
Cost per Hour/Employee	\$ _____
Subtotal for Security	\$ _____
Additional Provisions: _____	

	\$ _____
Proposed amount for Security & First Aid Services as outlined in this Request for Proposal	Total \$ _____



ATTACHMENT C CONTRACTOR STATUS FORM

Contractor's Name _____ Federal Employer ID# _____

Address _____ County _____

City _____ Zip _____
(principal place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (Please Check One)

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

Individual (Please check one) ____ Resident ____ Non-Resident

If a sole proprietorship state the true full name of sole proprietor: (i.e., John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (please check one) ____ General Partnership ____ Limited Partnership

If partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

Corporation

Place and date of incorporation _____

If not an Oregon corporation in good standing, please state the date the corporation was authorized to do business in Oregon _____

CURRENT OFFICERS: President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

All must answer: Are you subject to Federal Backup Withholding? _____ Yes _____ No

Fictitious Name

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP? _____ Yes _____ No

If yes, the proposer is required to submit a copy of the State Office of Small Business Certification approval letter with the technical proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees? _____ Yes _____ No

If yes, please state the case number and agency or court where pending and status of litigation or hearing?

The County reserves the right to verify the information provided on this form by the Contractor under 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

If this status form is not completely filled out, signed and submitted with bidder/contractor's response to the RFP, the bid will be rejected as non-responsive.