

Douglas County RFP #144

REQUEST FOR PROPOSALS FAIRGROUNDS SECURITY, GATE, AND PARKING OPERATIONS 2019 DOUGLAS COUNTY FAIR Douglas County Fairgrounds Complex

1. PURPOSE OF RFP:

The Douglas County Fairgrounds Complex ("Fairgrounds"), operation and management of which is overseen by the Douglas County Fair Board ("Fair Board") and Douglas County ("County"), a political subdivision of the State of Oregon, are requesting proposals from event management companies to provide security, parking payments collection, gate ticket sales, and entrance ticket collection and verification for the Douglas County Fair. This request for proposals (RFP) is intended to provide interested and qualified offerors with sufficient information to prepare and submit proposals to provide the services.
2. GENERAL INFORMATION:

The Fairgrounds provides an annual county fair ("Fair") which includes carnival rides, exhibits, and entertainment by a variety of artists. The Fairgrounds strives to provide a positive Fair experience for patrons, with courteous and presentable personnel to enhance the family atmosphere of the Fair. Security, gate, and parking operations are a key component in providing a positive Fair experience. A different musical artist or group performs at the Fair every evening, and some performances may require more staffing than others. Many incidents that occur during the Fair cannot be predicted or planned for and must be accommodated quickly and effectively throughout each day of the Fair as they arise. Approximately 60,000 people attended the Fair in 2016. This RFP is intended to obtain proposals to provide security, gate, and parking services for the 2019 Fair to be held August 6-10, 2019, with services provided between August 4-11, 2019.
3. DEFINITIONS:
 - 3.1 As used in this RFP:
 - 3.1.1 "Addendum" means a document issued by the County that changes this RFP or the contract documents.
 - 3.1.2 "Bidding coordinator" means Fairgrounds Director Dan Hults.
 - 3.1.4 "Contract" means the written contract for services signed by the Douglas County Fair Board and the successful offeror selected to execute a contract in connection with this RFP.
 - 3.1.5 "Contractor" means an offeror retained by the Fair Board by contract to provide the services.
 - 3.1.6 "Offeror" means any person or entity that submits a proposal for performing the services. The terms "offeror" and "offerors" are used interchangeably in this RFP with the terms "bidder and bidders" and have the same meaning.
 - 3.1.7 "Proposal" means an offeror's formal, written offer to perform the services. A copy of the Proposal shall be attached to the Contract as an exhibit and the terms of the Proposal shall be incorporated into the Contract as specified in a Supplemental Contract Conditions attachment.

- 3.1.8 "Request for proposals" ("RFP") means this form and any related exhibits and addenda.
 - 3.1.9 "Responsible offeror" means an offeror that meets the responsibility criteria of ORS 279B.110
 - 3.1.10 "Shall, will, and must" all signify mandatory obligations.
 - 3.1.11 Definitions of the following words and phrases contained in the County's form contract shall apply to this RFP, including the following: "Contract Price," "Contract Documents," "Services," and "Specifications."
 - 3.1.12 Words, terms and phrases not defined in this subsection (3.1) of this RFP or the County's form contract shall have the ordinary meaning ascribed to them, unless the context clearly indicates otherwise.
 - 3.1.13 The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a class, list, or group of persons, entities, things, services, criteria, conditions, rights, obligations, or events.
 - 3.1.14 When not inconsistent with the context, words in the present tense include the future, and words and phrases used as nouns include the singular and plural forms.
- 3.2 The Fairgrounds, acting through the bidding coordinator, and the Fair Board shall have the discretion to determine the intent, purpose, and meaning of any provision in this RFP.

4. CORRESPONDENCE:

Written questions, objections, or other correspondence pertaining to this RFP must be mailed or delivered to the Bidding Coordinator at: Douglas County Fairgrounds Complex; Attn: Dan Hults, Fairgrounds Director, 2110 SW Frear Street, Roseburg, Oregon 97471, or transmitted by facsimile to the Bidding Coordinator at (541) 440-6023.

5. SPECIFICATIONS:

- 5.1 Proposals shall include pricing for security, gate, and parking operations as described herein.
- 5.2 Pricing shall include all labor, per diem, and incidental costs. Pricing detail shall also list the total number of hours the Offeror anticipates for bankers, dispatch, and management services that are not included in the specified number of hours for each service. The goal is to ascertain the total bottom-line cost for the entire event.
- 5.3 Proposals shall be for a "turn-key" operation and must fully describe how the offeror, if selected, would provide such an operation. The offeror must describe in its proposal its ability to provide crowd management, banking, dispatch services, and supervision and management of the offeror's personnel throughout the Fair. Offerors must be fully licensed, bonded, and insured.
- 5.4 **The use of subcontractors to provide any of the services will not be permitted. The offeror's proposal must describe how the offeror itself, rather than subcontractors, will provide all services.**
- 5.5 Proposals must include a full and detailed description of the offeror's previous experience providing services of a similar nature for other fairs or events of a similar nature that include ticket sales and cash collection services, including a description of the amount of cash handled and the other event venues.
- 5.6 The offeror's proposal must include references from the entities for which the offeror previously has provided similar services.

- 5.7 Proposals are for security, gate, and parking operations services for the 2019 Fair to be held August 6-10, 2019, with services provided between August 4-11, 2019. The contract will be renewable by mutual agreement of the parties for up to four consecutive terms of one year each upon the following conditions:
- 5.7.1 Rates for the services may be modified for any renewal terms to cover increased expenses experienced by the contractor for fuel, labor, equipment maintenance, insurance, taxes, bonds, administrative services, and overhead. The contractor shall provide the Fairgrounds with documentation of increased expenses that the contractor contends necessitate increased payment.
 - 5.7.2 The parties may renegotiate contract terms other than rates if changes are necessitated by circumstances beyond the control of the parties.
 - 5.7.3 Renewal is subject to available funding and compliance with public contracting laws and Douglas County purchasing rules.
- 5.8 The offeror's proposal must describe how the offeror will, if awarded a contract, fulfill all of the following requirements:
- 5.8.1 Security services must be provided only with DPSST-certified personnel trained and equipped for crowd management who meet all applicable requirements for private security service providers set forth in ORS 181A.840 et seq. and in OAR Ch. 259, Division 060. An offeror awarded a contract will be required to provide the Fair Board with the names and DPSST ID numbers and expiration dates of each certified person no later than July 31, 2019.
 - 5.8.2 Timesheets must be turned in on a daily basis to Fairgrounds management for each person working. The timesheets must describe the hours and areas that each person worked.
 - 5.8.3 The offeror's personnel must be skilled at and trained in crowd control, First Aid/CPR, radio use and communications, and dealing appropriately with people who are intoxicated and/or have abused substances. In addition, all personnel must present a neat and clean appearance while on duty.
 - 5.8.4 All personnel must be trained in fulfilling the requirements of civil rights laws, including the Americans With Disabilities Act (as amended) and ORS Chapter 659A, including provisions pertaining to service animals.
 - 5.8.5 The offeror's personnel must meet all applicable DPSST standards with respect to certification of officers and crowd control at large events. The offeror's proposal must include a full description of the offeror's crowd control policies.
 - 5.8.5.1 Proposals must describe the process the offeror uses to obtain criminal background checks on its security officers and other personnel hired by the offeror to provide services.
 - 5.8.5.2 Proposals must describe the number of personnel and supervisors and their levels of training and experience.
 - 5.8.6 An offeror selected for a contract for the 2019 Fair will be expected to perform the services outlined in subsections 5.8.6.1 through 5.8.6.6, below. Please note that the number of hours required is an approximate estimate based on prior experience and may vary somewhat depending on the Fairgrounds' actual needs at the time of the event.
 - 5.8.6.1 Security: Security services will be needed beginning the Sunday before the Fair begins, at 10:00 p.m., and ending the following Sunday, at 7:00 a.m. Many positions are 24-hour positions which require staff with integrity and the ability to self-

direct and self-manage. Attached as Exhibit 1 is a more detailed schedule. Security services include required alcohol monitors, guest service personnel, a roving parking area security officer, and general event and premises security. 1,870 hours.

5.8.6.2 Dispatch: Security must have an on-site dispatch person who can manage security personnel and notify Douglas County emergency personnel if necessary. Security must be able to contact an on-site supervisor within the company at all times to manage crowd control and staff positioning throughout the event.

5.8.6.3 Parking: Parking staff will be needed beginning Tuesday at 7:00 a.m. to collect parking fees at two entrances. Attached as Exhibit 2 is a more detailed schedule. Parking staff must be able to keep traffic flowing and provide customer service with friendly, courteous staff. Good judgment and interpersonal skills are required due to the number of parking passes and patrons who think they should be granted exemption from the rules. 250 hours.

5.8.6.4 Ticket sales: Staffing must be provided at two entrances. Tickets are sold at the following two entrances: main entrance and carnival gate. There are approximately ten ticket seller positions required at peak hours. Attached as Exhibit 2 is a more detailed schedule. All ticket sales must be conducted with contractor-supplied electronic registers or computers for tracking purposes. Equipment must have the capability to handle different coupons on different days and some specials that end at specific times during the day. All gate sales records must be submitted in electronic form to Fairgrounds management for audit and attendance reconciliation. Reports are due nightly before leaving so that Fairgrounds staff can assemble 6:00 a.m. media releases. The contractor must provide credit card terminals and have the ability to reconcile those funds with the daily reports. Proposals must describe how the offeror will handle admission ticket sales, along with a listing of electronic devices to be used and the type of reports that will be provided to the Fairgrounds Director or his designee(s) detailing attendance and cash reconciliation. 350 hours.

5.8.6.5 Ticket Collection: Two entrances sell tickets (carnival gate and main entrance), and staff must be provided at the ticket booths to control and verify the tickets. Typically there is one ticket taker for each ticket seller. Attached as Exhibit 3 is a more detailed schedule. There are four pass-through gates (Main, Carnival, RV Gate, and Livestock) that will need staff to verify credentials. All patrons are stamped on the way in and must be rescanned upon re-entry. 400 hours.

5.8.6.6 Banking: The Fairgrounds will provide a cash bank at the beginning of the Fair that Fairgrounds staff must verify as having been returned in full by the contractor at the end of the Fair. All cashier staff are the responsibility of the contractor and are to be managed accordingly. This includes shift changes, breaks, and

reconciling cash after each shift. All funds collected from parking and gate tickets must be balanced, bank-ready, and delivered to Fairgrounds management each morning. All deposits must balance to the reported sales from the previous night, and any shortages must be fully accounted for.

6. EVALUATION OF PROPOSALS:

Proposals will be evaluated by awarding points for the criteria listed with maximum points possible, in subsections 6.1 through 6.5, below. Maximum possible points: 125.

- 6.1 Offeror experience and qualifications in managing security, crowd control, gates, parking and cash control for events of at least 60,000 in attendance. To facilitate scoring with respect to this criterion, the offeror must fully describe the level of staffing to be provided at the Fair and the prior experience of the offeror and the offeror's personnel in providing the services needed for the Fair at similar events with similar attendance levels: 25 points
- 6.2 Customer service training and experience of Offeror's personnel who would be providing services for the Fair. To facilitate scoring with respect to this criterion, the offeror must describe the ratio of trained and experienced customer service personnel to untrained, inexperienced personnel who would be providing services at the Fair: 25 points
- 6.3 Sufficiency (taking into account both quality and quantity) of references, including names, addresses and contact information of clients for which the offeror has provided services for events of at least 60,000 in attendance: 25 points
- 6.4 Willingness and ability of the Offeror to adapt to last-minute staffing adjustments as they arise: 25 points
- 6.5 Cost of services: 25 points

7. RFP INFORMATION:

- 7.1 The Fairgrounds is the sole point of contact for this RFP selection process except as otherwise specified in this RFP. All correspondence pertaining to this RFP should be directed to Dan Hults, Fairgrounds Director; Douglas County Fairgrounds Complex; 2110 SW Frear Street; Roseburg, OR 97471. The Fairgrounds' telephone number is (541) 957-7010. drhults@co.douglas.or.us
- 7.2 Offerors are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Offerors should request clarification if needed.
- 7.3 Any prospective offeror who contends that the provisions of this RFP or any aspect of the procurement process will encourage favoritism in the award of the contract for services, or substantially diminish competition, must file a written protest to the RFP prior to the deadline stated in Section 9 ("Schedule of Events") of this RFP. Failure to file a protest will be deemed a waiver of any claim that the procurement process violates any provision of ORS Chapter 279 or the County's purchasing rules. If protests are filed, the Fairgrounds may elect to postpone opening proposals without invalidating this RFP or any proposal.

8. RFP ADDENDA:

- 8.1 The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by offerors raise issues that require clarification by the Fairgrounds, or if the Fairgrounds decides to revise or modify any part of this RFP, the

Fairgrounds will issue RFP addenda on the Douglas County website's "Bid Documents" web page, which may be found at:
http://www.co.douglas.or.us/Bid_Documents/default.asp.

- 8.2 It shall be offerors' responsibility to monitor the "Bid Documents" web page regularly while the RFP is open for addenda and other notices provided in connection with this RFP.
- 8.3 Offerors must clearly acknowledge receipt of addenda issued by signing and returning each addendum with their proposals. Failure to do so may result in proposal disqualification.

9. SCHEDULE OF EVENTS:

The following schedule of events shall be followed for this RFP:

- 9.1 RFP release and advertisement: December 7, 2018
- 9.2 Written questions and requests for clarifications due. December 21, 2018
- 9.3 Responses to questions and requests for clarification and/or addenda to be issued: December 28, 2018
- 9.5 Deadline to protest RFP provisions: December 31, 2018
- 9.6 Proposals due: January 23, 2019 by 1:00PM**
- 9.7 Contractor selected by: TBD
- 9.8 Issuance of intent to award contract: January 25, 2019
- 9.9 Deadline to protest intended award: February 1, 2019
- 9.3 Contract execution: TBD

The Fairgrounds reserves the right to change the foregoing schedule as it deems necessary or appropriate.

10. FORMAT OF PROPOSALS:

- 10.1 In order to be considered for selection, an Offeror must submit a complete response to this RFP. Proposals should be prepared simply and economically and provide a thorough, concise description of the offeror's ability to provide and perform the requested services.
- 10.2 All proposals shall be typed. Erasures or other changes must be initialed by the person signing the Proposal. All Proposals shall be signed in ink by a person who is authorized to represent the offeror. Proposals shall contain the offeror's business name, license number(s), DPSST license number(s), and bond and insurance information.
- 10.3 A proposal from a partnership shall be signed by at least one partner.
- 10.4 A proposal from a professional corporation shall be signed by the president or other person authorized to act on behalf of the corporation.
- 10.5 A joint proposal from two or more firms shall be signed by the representative of each firm.
- 10.6 If the offeror is an individual, the proposal must state the offeror's social security number. If the offeror is an entity, the proposal must describe the entity (e.g.

corporation) and state the offeror's federal tax identification number.

- 10.7 The County, Fairgrounds, and Fair Board shall not be liable for any costs incurred by offerors in the preparation, submission, and presentation of proposals.

11. CONTENT OF PROPOSALS:

- 11.1 Proposals shall contain sufficient information for the Fairgrounds to determine which offeror is most qualified to furnish the services. The proposal must contain at least the minimum qualifications and specifications as listed in RFP Sections 5 and 6, above.
- 11.2 An offeror selected by the Fairgrounds for an award of contract will be expected to enter into a written contract in a form substantially similar to the sample County form contract attached to this RFP as Exhibit 4. The offeror's proposal should indicate acceptance of the contract provisions or suggest reasonable alternatives that do not substantially impair the Fairgrounds' and County's rights under the contract.
- 11.3 If meeting any of the Fairgrounds' requirements as stated in this RFP or meeting any of the County's contract conditions will result in higher costs for the services, those costs should be specifically described in the offeror's proposal. Unconditional refusal to accept the contract provisions proposed by the Fairgrounds and the County without offering acceptable alternatives may result in rejection of the proposal or a less favorable evaluation of it.
- 11.4 This procurement is subject to the requirements of the Oregon Public Records Law (ORS 192.410 et seq.), and the Fairgrounds or County may receive public records requests for offerors' proposal and contract documents.
- 11.4.1 Any proposal or contract document that an offeror believes to be exempt from public records disclosure requirements and does not wish to be disclosed in response to public records requests must be clearly and conspicuously designated as such in the offeror's proposal. Such designation must include an explanation of the legal basis for exemption of the specific materials from public records disclosure requirements. Materials not clearly marked as exempt from disclosure and/or which lack the required disclosure exemption explanation will be subject to disclosure in response to public records requests.
- 11.4.2 Designation of certain proposal or contract documents as proprietary or confidential without further explanation as to why the offeror believes them to be exempt from the Oregon Public Records Law's disclosure requirements will not satisfy the foregoing requirements. Designation by an offeror of its entire proposal as confidential" or proprietary will be deemed invalid and ineffective. The County reserves the right to make its own determination of whether proposal and contract documents designated as exempt from disclosure requirements are in fact legally exempt. The County makes no representations or assurances to offerors that proposal and contract documents designated by offerors as exempt will not be disclosed in response to public records requests.
- 11.4.3 By submitting a proposal, the offeror accepts and agrees to the conditions of this subsection (11.4) and to hold harmless the Fair Board and County for disclosure of proposal and documents that they deem to be required by law.

12. CERTIFICATION BY OFFERORS:

- 12.1 By submitting a proposal, the offeror certifies that all of the following are true and accurate statements about the offeror:
- 12.1.1 The offeror has read and fully understands all provisions of the RFP.

12.1.2 The offeror's proposal has been made independently and is being submitted without any collusion, agreement, understanding, or planned common course of action with any other offeror or respondent.

12.1.3 The offeror is an equal opportunity employer that presently complies and in the future will comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (42 U.S.C. § 2000) and all regulations thereunder (e.g., 41 CFR Part 60 et seq.); Executive Orders 11246 and 11375; the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.); and all federal and state civil rights laws applicable to the offeror's operations.

12.1.4 The offeror has not discriminated and will not discriminate against minority, women, and emerging small business contractors.

12.1.5 The offeror is compliant with all applicable federal, state, and local tax laws.

12.1.6 The offeror will comply with all federal, state, and local laws, regardless of whether they are specifically identified herein, applicable to participation in this RFP, public contracting, and provision of the services that are the subject of this RFP.

13. **DELIVERY OF PROPOSALS:**

13.1 In order to be considered, sealed proposals must be provided to the bidding coordinator by mailing or delivering them to: Douglas County Fairgrounds Complex; Attn: Dan Hults, Fairgrounds Director; 2110 SW Frear Street; Roseburg, OR 97471. Offerors mailing proposals should allow extra mail delivery time to ensure timely receipt of their proposals. Proposals received after the delivery deadline will not be considered. The Proposal must be contained in a sealed envelope with the name and address of the offeror and the following information included on the exterior:

RFP #144:

Fairgrounds Security, Gate, and Parking Operations
2019 Douglas County Fair

Submitted pursuant to Douglas County Request for Proposals No 144

**PROPOSALS SUBMITTED BY FACSIMILE OR EMAIL TRANSMISSION
WILL NOT BE ACCEPTED.**

13.2 Offerors will not be compensated for any costs incurred by offerors in the preparation, submission, and presentation of their proposals.

13.3 By submitting a proposal, the offeror certifies that:

13.3.1 The offeror has read and understands the RFP and the terms of the attached sample County form contract, to which the successful offeror's proposal will be an exhibit.

13.3.2 The offeror is familiar with the conditions that will affect the offeror's performance, if the offeror is selected to contract to provide the services. Such conditions include, but are not limited to, the physical conditions under which the services will be performed.

13.3.3 The proposal has been made independently and is being submitted without any collusion, agreement, understanding, or planned common course of action with any other offeror.

13.4 Offerors who wish to be present at the Fairgrounds at the deadline for the opening of proposals will be informed of the number and names of offerors submitting

proposals. No other information will be made available at that time.

- 13.5. **Proposals must be received by the bidding coordinator at the Fairgrounds no later than 1:00 p.m. Pacific Standard Time on January 23, 2019. Late Proposals will be returned unopened.**

14. WITHDRAWAL OF PROPOSALS:

An offeror may withdraw its proposal at any time before proposals are opened by submitting a written request to the bidding coordinator. Proposals will be irrevocable for ninety (90) days after they are opened.

15. EVALUATION OF PROPOSALS:

- 15.1 Proposals will be evaluated and scored by an evaluation team selected by the Fair Board and the bidding coordinator, using the evaluation criteria and scoring system set forth in Section 6, above.
- 15.2 A proposal that the evaluation team determines is non-responsive, incomplete, conditional, or otherwise irregular may be rejected.
- 15.3 Pursuant to ORS 279B.100, the Fair Board and County reserve the right to reject any or all proposals or to suspend, cancel, or reissue the RFP, if either finds that it is in the public interest to do so.
- 15.4 The evaluation team may waive any irregularities that it deems, in its sole discretion, to be minor and non-material.
- 15.5 The evaluation team may, at its sole discretion, request an interview with any offeror to assist in its evaluation of the offeror's ability to provide the services. The evaluation team is not obligated to interview all, or any, offerors.
- 15.6 The evaluation team shall make such investigation as it deems appropriate to determine the offeror's ability to provide the services, including requesting additional or supplemental information from any offeror. If an offeror fails to cooperate with any such investigation, fails to provide supplemental information, or provides false, misleading, or incomplete information, the evaluation team may, in its discretion, reject or evaluate less favorably the offeror's proposal.
- 15.7 The evaluation team may reject a proposal if it deems an offeror unreliable or unqualified because of the offeror's history of claims or other past performance issues.
- 15.8 The Fair Board or County may debar an offeror as provided by ORS 279B.130 or ORS 279A.110.
- 15.9 As provided by ORS 279A.120, the evaluation team will give preference to goods and services that have been manufactured or produced in Oregon if price, availability, fitness and quality are otherwise equal.
- 15.10 The evaluation team may correct any clear arithmetical errors in proposals.
- 15.11 The bidding coordinator and evaluation team shall have exclusive discretion to determine:
- 15.11.1 The intent, purpose, and meaning of any provision of this RFP.
- 15.11.2 Whether a proposal is complete and complies with the requirements of this RFP.
- 15.11.3 Whether to waive irregularities or deficiencies in a proposal as minor and non-material.
- 15.11.4 Whether an offeror should be allowed or required to submit supplemental information.

- 15.10.5 Whether a proposal should be rejected.
- 15.10.6 The appropriate score for each proposal, using the evaluation criteria and scoring described in Section 6, above.

16. CONTRACT AWARD:

- 16.1 If a contract resulting from this RFP is awarded, it will be issued to the responsible offeror that has submitted the highest-scoring proposal as determined by the evaluation committee, using the evaluation criteria and scoring described in Section 6, above.
- 16.2 Notice of the intent to award a contract will be provided to offerors on the Douglas County "Bid Documents" web page, http://www.co.douglas.or.us/Bid_Documents/default.asp, and by email.
- 16.3 It is intended that the notice described in Subsection 16.2 be provided within seven (7) days after proposals have been opened; however, the committee or Fair Board may extend this deadline as it deems necessary or appropriate.
- 16.4 An order awarding contract is subject to revocation by, and shall not bind, the Fair Board or the County unless and until a written County contract incorporating all material elements of the offer upon which the award decision was based and fulfilling all applicable public contracting laws and material RFP requirements has been fully executed by the contract award recipient and the Fair Board within the time frame specified in the RFP documents or, if no time frame is specified or the deadline has been extended by the Fair Board, within such time as the Fair Board deems reasonable.
- 16.5 If an offeror issued a contract does not sign and return the contract with the bonds and insurance documents required by the contract within seven (7) days of its issuance, the contract may be offered, at the Fairgrounds' discretion, to the responsible offeror that submitted the next-highest-scoring proposal. This process may be repeated, at the Fairgrounds' discretion, until a contract has been executed.
- 16.6 All offerors will be notified by email and on the County's bid documents web page of the award of a contract.

17. REQUESTS FOR CLARIFICATION; PROTESTS:

- 17.1 An offeror may submit, in writing, any of the following:
 - 17.1.1 A request for clarification of the RFP terms and conditions, specifications, or requirements.
 - 17.1.2 A request for changes in the RFP provisions.
 - 17.1.3 A protest of the RFP provisions.
 - 17.1.4 A protest of the notice of intent to award a contract to an offeror other than the protesting offeror.
- 17.2 To be considered, the written request or protest must be physically received by USPS mail, courier, or personal delivery (not communicated orally or transmitted electronically) at the Fairgrounds offices at 2110 SW Frear Street, Roseburg, OR 97471 by the date and time specified in the RFP schedule (Section 9, above) or by the date and time specified in connection with extension of the applicable deadline by RFP addenda, if the deadline has been extended; clearly identify the offeror; and be signed by an authorized representative of the offeror. Late requests and protests may not be considered.
- 17.3 Requests for clarification of the RFP provisions shall identify the specific provisions of the RFP that the respondent finds unclear.
- 17.4 Requests for changes in RFP provisions shall clearly identify the provisions that the offeror is requesting be changed, the desired changes, and the reasons the changes are requested.

- 17.5 Protests of the RFP provisions shall clearly identify specific deficiencies in the RFP provisions, legal authority for the assertion that the provisions are deficient, evidence or documentation supporting the respondent's protest (if applicable), and information required by ORS 279B.405(4).
- 17.6 Protests of the notice of intent to award a contract to an offeror other than the protesting offeror shall meet the criteria for protests of contract awards set forth in ORS 279B.410.
- 17.7 The Fair Board will not consider RFP-related protests that do not meet the requirements of this section, and offerors that do not protest according to the requirements set forth herein will be deemed to have waived any right to protest.
- 17.8 The Fair Board will acknowledge receipt of each properly submitted written request for clarification, request for change, or protest. If the Fair Board determines, in its sole discretion, that response to a request for clarification or change, or other additional information or interpretation is necessary or appropriate, it shall issue such revisions and clarification on the County's "Bid Documents" web page at: http://www.co.douglas.or.us/Bid_Documents/default.asp. Offerors shall be responsible for regularly checking the web page for such communications.

18. RESERVATION OF RIGHTS:

- 18.1 In addition to rights reserved elsewhere in this RFP, the County and Fair Board reserve the right to take any of the following actions in connection with this RFP, if either determines that it is in the public interest to do so:
 - 18.1.1 Amend, delay, or cancel the RFP without liability to any offeror.
 - 18.1.2 Reject any or all proposals received.
 - 18.1.3 Waive any proposal informalities or irregularities that it reasonably deems to be immaterial.
 - 18.1.4 Seek clarification of any proposal
 - 18.1.5 Negotiate separately in any manner necessary to serve the interests of the public.
 - 18.1.6 Change any deadline or RFP scheduling component that it reasonably deems necessary or appropriate to extend or modify.
 - 18.1.7 Delay, suspend, or cancel this RFP.
 - 18.1.8 Elect to either reissue or not reissue this RFP, if the original RFP is suspended or canceled.
- 18.2 The County shall not be obligated as a result of receiving any proposal, or as a result of identifying or selecting any proposal as the highest-scoring proposal received from a responsible offeror, to enter into a contract with the offeror.
- 18.3 No financial obligation or liability on the part of the Fair Board or County shall arise from this RFP unless and until a written County contract has been fully executed by authorized representatives of the offeror and the Fair Board.

19. EXHIBITS AND ATTACHMENTS TO RFP:

- Exhibit 1 – Security schedule
- Exhibit 2 – Ticket seller and parking schedule
- Exhibit 3 – Ticket taker schedule
- Exhibit 4 – Sample form contract

Submission of a proposal shall constitute acceptance by the offeror of all RFP terms, conditions, and requirements.

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Sunday, August 4, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover	
12:00am-1:00am																				
1:00am-2:00am																				
2:00am-3:00am																				
3:00am-4:00am																				
4:00am-5:00am																				
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11:00pm-12:00am	1							1	1	1	1									

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Monday, August 5, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1								
1:00am-2:00am	1							1	1	1	1								
2:00am-3:00am	1							1	1	1	1								
3:00am-4:00am	1							1	1	1	1								
4:00am-5:00am	1							1	1	1	1								
5:00am-6:00am	1							1	1	1	1								
6:00am-7:00am	1							1	1	1	1								
7:00am-8:00am	2							1	1	1	1								
8:00am-9:00am	2									1									
9:00am-10:00am	2									1									
10:00am-11:00am	2																		
11:00am-12:00pm	2																		
12:00pm-1:00pm	1																		
1:00pm-2:00pm	1																		
2:00pm-3:00pm	1																		
3:00pm-4:00pm	1																		
4:00pm-5:00pm																			
5:00pm-6:00pm																			
6:00pm-7:00pm																			
7:00pm-8:00pm																			
8:00pm-9:00pm														1					
9:00pm-10:00pm														1					
10:00pm-11:00pm	1							1	1	1	1			1					
11:00pm-12:00am	1							1	1	1	1			1					

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Tuesday, August 6, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1			1					
1:00am-2:00am	1							1	1	1	1			1					
2:00am-3:00am	1							1	1	1	1			1					
3:00am-4:00am	1							1	1	1	1			1					
4:00am-5:00am	1							1	1	1	1			1					
5:00am-6:00am	1							1	1	1	1			1					
6:00am-7:00am	1			1	1			1	1	1	1			1					
7:00am-8:00am	1	1	1	1	1				1		1			1				1	
8:00am-9:00am		1	1	1	1				1		1			1				1	
9:00am-10:00am		1	1	1	1				1		1		1	1				1	
10:00am-11:00am		1	1	1	1				1		1		1	1	3			1	
11:00am-12:00pm		1	1	1	1	1	3		1		2		1	1				1	
12:00pm-1:00pm		1	1	1	1	1	3		1		2		1	1				1	
1:00pm-2:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
2:00pm-3:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
3:00pm-4:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
4:00pm-5:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
5:00pm-6:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
6:00pm-7:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
7:00pm-8:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
8:00pm-9:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5	1	1
9:00pm-10:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5		1
10:00pm-11:00pm		1	1	1	1	1	3	1	1	1	4		1	1		1	5		
11:00pm-12:00am	1							1	1	1	1			1					

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Wednesday, August 7, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1			1					
1:00am-2:00am	1							1	1	1	1			1					
2:00am-3:00am	1							1	1	1	1			1					
3:00am-4:00am	1							1	1	1	1			1					
4:00am-5:00am	1							1	1	1	1			1					
5:00am-6:00am	1							1	1	1	1			1					
6:00am-7:00am	1			1	1			1	1	1	1			1					
7:00am-8:00am	1	1	1	1	1				1		1			1				1	
8:00am-9:00am		1	1	1	1				1		1			1				1	
9:00am-10:00am		1	1	1	1				1		1		1	1				1	
10:00am-11:00am		1	1	1	1				1		1		1	1	3			1	
11:00am-12:00pm		1	1	1	1	1	3		1		2		1	1				1	
12:00pm-1:00pm		1	1	1	1	1	3		1		2		1	1				1	
1:00pm-2:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
2:00pm-3:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
3:00pm-4:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
4:00pm-5:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
5:00pm-6:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
6:00pm-7:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
7:00pm-8:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
8:00pm-9:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5	1	1
9:00pm-10:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5		1
10:00pm-11:00pm		1	1	1	1	1	3	1	1	1	4		1	1		1	5		
11:00pm-12:00am	1							1	1	1	1			1					

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Thursday, August 8, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1			1					
1:00am-2:00am	1							1	1	1	1			1					
2:00am-3:00am	1							1	1	1	1			1					
3:00am-4:00am	1							1	1	1	1			1					
4:00am-5:00am	1							1	1	1	1			1					
5:00am-6:00am	1							1	1	1	1			1					
6:00am-7:00am	1			1	1			1	1	1	1			1					
7:00am-8:00am	1	1	1	1	1				1		1			1				1	
8:00am-9:00am		1	1	1	1				1		1			1				1	
9:00am-10:00am		1	1	1	1				1		1		1	1				1	
10:00am-11:00am		1	1	1	1				1		1		1	1	3			1	
11:00am-12:00pm		1	1	1	1	1	3		1		2		1	1				1	
12:00pm-1:00pm		1	1	1	1	1	3		1		2		1	1				1	
1:00pm-2:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
2:00pm-3:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
3:00pm-4:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
4:00pm-5:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
5:00pm-6:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
6:00pm-7:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
7:00pm-8:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
8:00pm-9:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5	1	1
9:00pm-10:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5		1
10:00pm-11:00pm		1	1	1	1	1	3	1	1	1	4		1	1		1	5		
11:00pm-12:00am	1							1	1	1	1			1					

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Friday, August 9, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1			1					
1:00am-2:00am	1							1	1	1	1			1					
2:00am-3:00am	1							1	1	1	1			1					
3:00am-4:00am	1							1	1	1	1			1					
4:00am-5:00am	1							1	1	1	1			1					
5:00am-6:00am	1							1	1	1	1			1					
6:00am-7:00am	1			1	1			1	1	1	1			1					
7:00am-8:00am	1	1	1	1	1				1		1			1				1	
8:00am-9:00am		1	1	1	1				1		1			1				1	
9:00am-10:00am		1	1	1	1				1		1		1	1				1	
10:00am-11:00am		1	1	1	1				1		1		1	1	3			1	
11:00am-12:00pm		1	1	1	1	1	3		1		2		1	1				1	
12:00pm-1:00pm		1	1	1	1	1	3		1		2		1	1				1	
1:00pm-2:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
2:00pm-3:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
3:00pm-4:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
4:00pm-5:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
5:00pm-6:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
6:00pm-7:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
7:00pm-8:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
8:00pm-9:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5	1	1
9:00pm-10:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5		1
10:00pm-11:00pm		1	1	1	1	1	3	1	1	1	4		1	1		1	5		
11:00pm-12:00am	1							1	1	1	1			1					

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Saturday, August 10, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1			1					
1:00am-2:00am	1							1	1	1	1			1					
2:00am-3:00am	1							1	1	1	1			1					
3:00am-4:00am	1							1	1	1	1			1					
4:00am-5:00am	1							1	1	1	1			1					
5:00am-6:00am	1							1	1	1	1			1					
6:00am-7:00am	1			1	1			1	1	1	1			1					
7:00am-8:00am	1	1	1	1	1				1		1			1				1	
8:00am-9:00am		1	1	1	1				1		1			1				1	
9:00am-10:00am		1	1	1	1				1		1		1	1				1	
10:00am-11:00am		1	1	1	1				1		1		1	1	3			1	
11:00am-12:00pm		1	1	1	1	1	3		1		2		1	1				1	
12:00pm-1:00pm		1	1	1	1	1	3		1		2		1	1				1	
1:00pm-2:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
2:00pm-3:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
3:00pm-4:00pm		1	1	1	1	1	3		1		4		1	1		1		1	
4:00pm-5:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
5:00pm-6:00pm		1	1	1	1	1	5		1	1	4		1	1		1	5	1	1
6:00pm-7:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
7:00pm-8:00pm		1	1	1	1	1	5		1	1	4	4	1	1		1	5	1	1
8:00pm-9:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5	1	1
9:00pm-10:00pm		1	1	1	1	1	3		1	1	4	4	1	1		1	5		1
10:00pm-11:00pm		1	1	1	1	1	3	1	1	1	4		1	1		1	5		
11:00pm-12:00am	1							1	1	1	1			1					

SECURITY SCHEDULE - DOUGLAS COUNTY FAIR

Sunday, August 11, 2019	Main Gate Food Court	Main Gate Exit / Pass Thru Traffic Control	Carnival Gate	RV Gate	River Arena Fenceline	Under Grandstands	Bag Checks Main Gate Carnival Gate RVGate	Garden Park	Livestock Gate	Teen Zone Stalls Pavilion	Rover Supervisor / Rover	Umpqua Park Amphitheater Concert	Backstage	Concert Mixer	Building Door Vendors Only	Building Rover	Alcohol Monitors	Vendor Parking	Parking Lot Rover
12:00am-1:00am	1							1	1	1	1			1					
1:00am-2:00am	1							1	1	1	1			1					
2:00am-3:00am	1							1	1	1	1			1					
3:00am-4:00am	1							1	1	1	1			1					
4:00am-5:00am	1							1	1	1	1			1					
5:00am-6:00am	1							1	1	1	1			1					
6:00am-7:00am	1							1	1	1	1			1					
	77	80	80	85	85	60	220	64	139	96	299	80	70	131	15	50	175	70	30
Total Security Hours																1906			

TICKET SELLERS

	Tuesday		Wednesday		Thursday		Friday		Saturday	
Time	Main	Carnival	Main	Carnival	Main	Carnival	Main	Carnival	Main	Carnival
12:00 am - 1:00 am										
1:00 am - 2:00 am										
2:00 am - 3:00 am										
3:00 am - 4:00 am										
4:00 am - 5:00 am										
5:00 am - 6:00 am										
6:00 am - 7:00 am										
7:00 am - 8:00 am	1		1		1		1		1	
8:00 am - 9:00 am	1		1		1		1		1	
9:00 am - 10:00 am	1		1		1		1		1	
10:00 am - 11:00 am	2	1	1	1	1	1	1	1	2	2
11:00 am - 12:00 pm	2	1	2	1	2	1	2	1	2	2
12:00 pm - 1:00 pm	2	1	2	1	2	1	2	1	2	2
1:00 pm - 2:00 pm	2	1	2	1	2	1	2	1	2	2
2:00 pm - 3:00 pm	2	1	2	1	2	1	2	1	2	2
3:00 pm - 4:00 pm	2	2	2	2	2	2	2	2	2	2
4:00 pm - 5:00 pm	2	3	2	3	2	3	2	3	2	3
5:00 pm - 6:00 pm	3	3	3	3	3	3	3	3	3	3
6:00 pm - 7:00 pm	3	4	3	4	3	4	3	4	3	4
7:00 pm - 8:00 pm	3	4	3	4	3	4	3	4	3	4
8:00 pm - 9:00 pm	2	4	2	4	2	4	2	4	2	4
9:00 pm - 10:00 pm	1	1	1	1	1	1	1	1	1	1
10:00 pm - 11:00 pm	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
11:00 pm - 12:00 am										
Total Seller Hours	29.5	26.5	28.5	26.5	28.5	26.5	28.5	26.5	29.5	31.5

Ticket Seller Estimated Hours 282

EXHIBIT 2

PARKING SELLERS

	Tuesday		Wednesday		Thursday		Friday		Saturday	
Time	Main	North	Main	North	Main	North	Main	North	Main	North
12:00 am - 1:00 am										
1:00am-2:00am										
2:00am-3:00am										
3:00am-4:00am										
4:00am-5:00am										
5:00am-6:00am										
6:00am-7:00am										
7:00am-8:00am	1	1	1	1	1	1	1	1	1	1
8:00am-9:00am	1	1	1	1	1	1	1	1	1	1
9:00am-10:00am	1	1	1	1	1	1	1	1	1	1
10:00am-11:00am	1	1	1	1	1	1	1	1	1	1
11:00am-12:00pm	2	1	2	1	2	1	2	1	2	1
12:00pm-1:00pm	2	1	2	1	2	1	2	1	2	1
1:00pm-2:00pm	2	1	2	1	2	1	2	1	2	1
2:00pm-3:00pm	2	2	2	2	2	2	2	2	2	2
3:00pm-4:00pm	2	2	2	2	2	2	2	2	2	2
4:00pm-5:00pm	2	2	2	2	2	2	2	2	2	2
5:00pm-6:00pm	2	2	2	2	2	2	2	2	2	2
6:00pm-7:00pm	2	2	2	2	2	2	2	2	2	2
7:00pm-8:00pm	2	2	2	2	2	2	2	2	2	2
8:00pm-9:00pm	2	2	2	2	2	2	2	2	2	2
9:00pm-10:00pm	1	1	1	1	1	1	1	1	1	1
10:00pm-11:00pm	1	1	1	1	1	1	1	1	1	1
11:00pm-12:00am										
Total Seller Hours	26	23	26	23	26	23	26	23	26	23

Total Estimated Hours 245

TICKET TAKERS

	Tuesday				Wednesday				Thursday				Friday				Saturday			
Time	Main	Carnival	RV Gate	Rover	Main	Carnival	RV Gate	Rover	Main	Carnival	RV Gate	Rover	Main	Carnival	RV Gate	Rover	Main	Carnival	RV Gate	Rover
12:00 am - 1:00 am																				
1:00am-2:00am																				
2:00am-3:00am																				
3:00am-4:00am																				
4:00am-5:00am																				
5:00am-6:00am																				
6:00am-7:00am																				
7:00am-8:00am	1	1	1		1	1	1		1	1	1		1	1	1		1	1	1	
8:00am-9:00am	1	1	1		1	1	1		1	1	1		1	1	1		1	1	1	
9:00am-10:00am	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
10:00am-11:00am	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	1	1
11:00am-12:00pm	2	1	1	1	2	1	1	1	2	1	1	1	2	1	1	1	3	2	1	1
12:00pm-1:00pm	2	1	1	1	2	1	1	1	2	1	1	1	2	1	1	1	3	2	1	1
1:00pm-2:00pm	2	1	1	1	2	1	1	1	2	1	1	1	2	1	1	1	3	1	1	1
2:00pm-3:00pm	2	1	1	1	2	1	1	1	2	1	1	1	2	1	1	1	3	1	1	1
3:00pm-4:00pm	4	2	1	1	4	2	1	1	4	2	1	1	4	2	1	1	4	2	1	1
4:00pm-5:00pm	4	3	1	1	4	3	1	1	4	3	1	1	4	3	1	1	4	3	1	1
5:00pm-6:00pm	3	3	1	1	3	3	1	1	3	3	1	1	3	3	1	1	2	3	1	1
6:00pm-7:00pm	3	4	1	1	3	4	1	1	3	4	1	1	3	4	1	1	2	4	1	1
7:00pm-8:00pm	3	4	1	1	3	4	1	1	3	4	1	1	3	4	1	1	2	4	1	1
8:00pm-9:00pm	2	4	1	1	2	4	1	1	2	4	1	1	2	4	1	1	2	4	1	1
9:00pm-10:00pm	1	1	1		1	1	1		1	1	1		1	1	1		1	1	1	
10:00pm-11:00pm	1	1	1		1	1	1		1	1	1		1	1	1		1	1	1	
11:00pm-12:00am																				
Total Ticket Taker	34	30	16	12	33	30	16	12	33	30	16	12	33	30	16	12	35	33	16	12
Total All Locations				92				91				91				91				96
Total Estimated Hours																			461	

**Estimated Hours - Security, Gate and Parking Operations
Douglas County Fairgrounds - Annual County Fair**

Banker Estimated Hours	60
Dispatcher Estimated Hours	67
Security/Alcohol Monitors/Guest Services Estimated Hours	1906
Supervisor Estimated Hours	255
Ticket Seller - Gates Estimated Hours	282
Ticket Taker - Gates Estimated Hours	461
Parking Seller - Parking Estimated Hours	<u>245</u>
	3276

All hours are estimated for the purpose of this RFP.

**CONTRACT NO. _____ FOR FAIRGROUNDS SECURITY, GATE, AND PARKING OPERATIONS
FOR 2019 DOUGLAS COUNTY FAIR**

This Contract is made on _____ between Douglas County ("County")
and _____ ("Contractor")
on the following terms and provisions:

1. DEFINITIONS AND INTERPRETATION:

1.1. As used in this Contract:

1.1.1. "Amendment" means a written agreement executed by County and Contractor that amends provisions of previously executed Contract Documents.

1.1.2. "Applicable laws" means federal, state, and local codes, acts, statutes, regulations, administrative rules, ordinances, orders and other legal requirements that affect the Services.

1.1.3. "Contract Administrator" means the officer, employee, or agent of County named in Subsection 4.1 below.

1.1.4. "Contract Documents" means this form, Specifications, the Proposal, Extensions, Amendments, exhibits, and documents incorporated by reference.

1.1.5. "Contract Price" means the total amount payable to Contractor for the Services as determined by the Contract Documents.

1.1.6. "Contract Term" means the time during which Contractor will provide the Services as stated in the Contract Documents. References to the "Contract Term" include both the initial term and any Extensions.

1.1.7. "County Accountant" means the person designated as County Accountant pursuant to ORS Chapter 210 and County Code Chapter 3.04.

1.1.8. "Extension" means both a written agreement between the Parties to extend the Contract Term and the period covered by such agreement.

1.1.9. "Party" or "Parties" means County or Contractor or both.

1.1.10. "Premises" means real property, including buildings and other improvements that are owned or occupied by County.

1.1.11. "Proposal" means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price.

1.1.12. "Request for Proposals" means a publicly advertised request for sealed competitive proposals. If a Request for Proposals has been issued, a copy of the Proposal shall be attached to this form as an exhibit, and the terms of the Proposal shall be incorporated herein as specified in a Supplemental Contract Conditions attachment.

1.1.13. "Specifications" means written descriptions of the Services which are attached to this form as an exhibit.

1.1.14. "Services" means services that Contractor will provide to County under the Contract Documents. The Services may include supplying "Goods," as defined in ORS 72.1050.

1.1.15. "Subcontractor" means a person or an entity who has a "Subcontract" with Contractor for performing part of the Services.

1.1.16. "Third-Party Claims" means demands, claims, actions, arbitrations, and other adversarial proceedings and appeals that are asserted, filed, or prosecuted against a Party by a person or entity other than a Party and all resulting expenses and liabilities, including damages, judgments, attorney fees, litigation costs, mediation costs, and arbitration costs.

1.2. Generally, unless particular provisions of the Contract Documents state otherwise, or unless the context indicates otherwise:

1.2.1. Words in the present tense include the future, and vice versa. Words and phrases used as nouns include the singular and plural forms.

1.2.2. Words and phrases that are not defined in the Contract Documents will have the meaning commonly accepted in Contractor's trade.

1.2.3. The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a list, class, or group of persons, entities, things, provisions, conditions, acts, omissions, events, obligations, rights, remedies, expenses, or liabilities.

1.2.4. "Shall," "will," and "must" signify mandatory obligations. "May" signifies a discretionary or permissive act.

2 CONTRACT DOCUMENTS:

2.1. The Contract Documents constitute the entire agreement between the Parties concerning the Services and supersede the Request for Proposals if one has been issued. References to "this Contract" or "the Contract" include all Contract Documents.

2.2 Each Party shall notify the other Party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in the better quality of Services will have priority. Amendments have priority over all other Contract Documents, including Amendments of an earlier date. Specifications have priority over this form. This form and Specifications have priority over the Proposal. The Contract Administrator may issue a written interpretation to resolve any inconsistencies in the Contract Documents which will be binding on Contractor so long as it is not unreasonable.

2.3. If a provision of a Contract Document is held by a court to be invalid, it will not affect the validity of other provisions.

2.4. Notwithstanding Subsection 2.1, Amendments issued by County with the Request for Proposals that are attached to this form as exhibits are included in the Contract Documents. After this Contract is signed, the Contract Documents may be changed only by written Amendments that are signed by authorized representatives of both Parties.

3 CONTRACT TERM: (CHECK BOX IN FRONT OF EITHER SUBSECTION 3.1 OR SUBSECTION 3.2)

3.1. Contractor shall start the Services by _____ and complete the services by _____.

3.2. The initial term of this Contract begins on August 4, 2019 and ends on August 11, 2019. The Parties may agree to extend the Contract Term for four successive periods of 12 months each which will begin on the day following the end of the initial term or the first Extensions. Extensions must be signed by authorized representatives of both Parties.

3.3. A schedule for the Services may be included in the Specifications.

3.4. Notwithstanding Subsections 3.1 and 3.2, this Contract may be terminated before the end of the Contract Term as provided in the Contract Documents.

4 CONTRACT ADMINISTRATION:

4.1. Dan Hults, Douglas County Fairgrounds Director is the Contract Administrator. The Contract Administrator is authorized to oversee the Services, to give and receive notices on behalf of County, and to give approvals under the Contract Documents at any time by notice to Contractor. The Douglas County Fair Board may designate a new Contract Administrator at any time by notice to Contractor.

4.2. Contractor shall give County notice of persons who are authorized to act on behalf of Contractor on all matters concerning administration of this Contract.

5 APPROVALS: If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6 NOTICES:

6.1. Notices required by this Contract must be given in writing by personal delivery or mail, unless some other means or method of notice is required by law.

6.2. All other notices to County must be directed to the Contract Administrator. County's address for notices is: Attention: Dan Hults, Douglas County Fairgrounds Director, 2110 Frear Street, Roseburg, Oregon 97471.

6.3. Contractor's address for notices is: _____

6.4. Each Party will notify the other of any change of address for notices.

7 CONTRACTOR'S RESPONSIBILITY FOR THE SERVICES:

7.1. Time is of the essence on this Contract. Contractor shall perform the Services promptly and efficiently and in accordance with any schedule that is included in the Specifications. Contractor shall provide all labor, materials, tools, equipment, and incidentals that are necessary for proper performance of the Services, including items that may be inferred from the Specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2. Except to the extent that the Specifications require certain means or methods, Contractor will be responsible for the means and methods used for the Services.

7.3. Goods provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 73.3120, 72.3131, 72.3140, and 72.3150.

7.4. Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by Applicable Laws.

8 ASSIGNMENTS, SUBCONTRACTS: Contractor shall not assign any interest in this Contract or enter into Subcontracts without the approval of the Contract Administrator.

9 USE OF PREMISES:

9.1. Provisions of this Contract that refer to "the Premises" will only apply to the Services if they are performed at Premises, as defined in Subsection 1.1.10.

9.2. Contractor shall confine Services performed at the Premises to areas and times stated in the Specifications, and Contractor shall avoid any unnecessary interference with use of the Premises.

9.3. Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of County resulting from the Services.

10 HAZARDOUS CHEMICALS: Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals" covered by ORS 654.750, ORS 654.760, ORS 654.770, ORS 654.780 and/or OAR Chapter 437, Division 4 that may be encountered at the Premises or used for the Services. The Contract Administrator and Contractor will exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by County or used for the Services by Contractor. The Contract Administrator may prohibit the use of particular hazardous chemicals.

11 LIABILITY OF COUNTY'S OFFICERS, EMPLOYEES AND AGENTS: Officers, employees and agents of County will not have any direct, personal liability to Contractor.

12 NO AGENCY: Contractor is engaged by County as an independent contractor in accordance with ORS 670.600. Contractor, Subcontractors, and their principals, employees and agents are not agents of County as that term is used in ORS 30.265.

13 WORKERS' COMPENSATION: Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. All persons performing Services at the Premises must be covered by workers' compensation insurance. Before services are performed at the Premises, Contractor shall provide proof of workers' compensations coverage.

14 INDEMNIFICATION:

14.1. Except as provided in Subsection 14.2, or as otherwise provided by Applicable Law, Contractor shall defend and indemnify County and its officers, employees and agents from all Third-Party Claims arising from the Services, including Third-Party Claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of Applicable Law by Contractor.

14.2. Contractor will not be responsible for Third-Party Claims resulting solely from the negligence or other wrongful acts or omissions of County or County's officers, employees or agents.

15 LIABILITY INSURANCE: (CHECK 15.1.3 IF APPLICABLE)

15.1. While this Contract is in effect, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract:

15.1.1. A commercial general liability insurance policy.

15.1.2. A comprehensive automobile liability insurance policy.

15.1.3. A professional errors and omissions liability insurance policy.

15.2. Liability coverage must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage as follows:

15.2.1. Commercial general liability limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15.2.2. Automobile liability limits of at least \$1,000,000 combined single limit per accident.

15.2.3. Professional errors and omissions limits of not less than \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate.

15.3. Insurance required by Subsection 15.1.1 and 15.1.2 must provide "occurrence" coverage and must name Douglas County and its officers, employees, and agents as additional insured by endorsement, including competed operations. Insurance required by Subsection 15.1.3 may provide "claims made" coverage.

15.4. Prior to starting the Services, Contractor shall provide certificates of insurance for coverage required by this section. If the insurance certificate(s) requires an endorsement in order for the County to be an additional insured, then Contractor shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions. A renewal certificate will be provided to County at least 10 days prior to expiration.

15.5. Insurance required of Contractor shall be primary with respect to the interest of County, whose insurance shall be excess and not contributory.

15.6. Policies must include provisions requiring that the insurer provide County advance written notice of cancelation or reduction of Contractor's insurance coverage. In addition, Contractor itself shall provide immediate written notice to County of any changes in its liability insurance coverage while this Contract is in force, including but not limited to reduction in coverage and changes of insurer(s).

16 COMPLIANCE WITH LAW:

16.1. This Contract will be interpreted and construed in accordance with the laws of the State of Oregon.

EXHIBIT 4

16.2. Contractor shall comply with Applicable Laws including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and 279B.235, which are incorporated herein.

16.3. Pursuant to ORS 279B.020, no person will be employed for the Services for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Services shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b) (A)-(G) and for time worked in excess of 10 hours a day or in excess of 40 hours a week, whichever is greater.

16.4. If Contractor is a nonresident bidder as defined in ORS 279A.120(1)(a) and the Contract Price exceeds \$10,000, Contractor shall comply with ORS 279A.120(3).

16.5. Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability, and quality are otherwise equal.

16.6. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of County in connection with this Contract in violation of ORS Chapter 244 or County Personnel Rule 20.

17 PAYMENT:

17.1. The Contract Price constitutes the total compensation payable to Contractor for the Services. If payment for any item is based on a unit price stated in the Proposal, Contractor will be paid the unit price multiplied by the quantity of that item actually furnished or performed by Contractor.

17.2. On or before the tenth day of each month, Contractor shall submit an invoice for Services completed during the previous month to the Contract Administrator. Within 30 days after receipt of an invoice, County will pay Contractor any amount then due for Services as approved by the Contract Administrator, less any amounts withheld by the Contract Administrator to remedy a breach of this Contract and any other amounts that County is authorized or required to withhold by Applicable Laws.

17.3. County's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 to 294.565. County certifies that funds for this Contract are included in County's budget for the current fiscal year which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the Department Head will notify Contractor and this Contract will be terminated on June 30 of the last fiscal year for which funds are appropriated.

17.4. Any obligation of County under this Contract that violates the debt limitation of Articles XI, Section 10 of the Oregon Constitution will be void

17.5. **TOTAL PAYMENTS TO CONTRACTOR CANNOT EXCEED \$_____.**

18 WAIVER: Compliance with the provisions of this Contract may be waived only by written waiver signed by the Party waiving its rights. Waiver of compliance with one provision will not be deemed to waive compliance with any other provision.

19 DEFAULT:

19.1. A Party will be in default under this Contract if that Party fails to comply with any provision of this Contract within ten days after the other Party gives notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the Party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as practicable

19.2. Notwithstanding Subsection 19.1, County may declare a default immediately by notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

19.3. If a default occurs, the Party injured by the default may terminate this Contract and enforce any remedies available under Oregon law. Litigation will be conducted in the Circuit Court of the State of Oregon for Douglas County. Litigation initiated by County must be authorized by the Board of County Commissioners.

20 TERMINATION FOR CONVENIENCE: County may terminate this Contract if the Contract Administrator determines in good faith that termination is in the best interest of the public. The Contract Administrator will endeavor to give Contractor notice thirty days prior to the date of termination under the section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the Parties existing at the time of termination. If Contractor is not in default, Contractor will be paid for Services in progress at the time of termination, and Contractor will be reimbursed for reasonable costs resulting directly from termination. Contractor will not be entitled to recover lost profits or overhead for Services that are precluded by termination under this section.

21 ACTION UPON TERMINATION: Upon receiving notice of termination, Contractor shall cease performance of Services and terminate Subcontracts.

CONTRACTOR SHALL NOT PERFORM ANY SERVICES UNTIL CONTRACTOR RECEIVES A SIGNED COPY OF THIS CONTRACT THAT HAS BEEN ASSIGNED A CONTRACT NUMBER BY THE COUNTY ACCOUNTANT.

CONTRACTOR

By _____

Title _____

Print Name _____

Date _____

DOUGLAS COUNTY FAIR BOARD

By _____

Print Name _____

By _____

Print Name _____

By _____

Print Name _____

By _____

Print Name _____

By _____

Print Name _____

Date _____

REVIEWED AS TO CONTENT

By _____

Fair Director, Douglas County
Fairgrounds Complex

Date _____

Coding _____

REVIEWED AS TO FORM

By _____

Office of County Counsel

Date _____