



REQUEST for PROPOSAL #906
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 9, 2024
DUE DATE: WEDNESDAY, OCTOBER 30, 2024 by 1:30 pm
Request for Proposal for:

EVENT ELECTRICAL SERVICES for FAIR AND EVENT CENTER

SUBMIT: HOW MANY DO YOU NEED

One (1) Original
Four (4) Complete Copies

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Brian Loos
Director of Operations
Fairgrounds Site Management Group
Brian.Loos@cceventcenter.org
564-397-6170

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of FSMG. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. FSMG has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - FSMG reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, FSMG reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of FSMG or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until FSMG and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. FSMG is not responsible for any costs incurred prior to the effective date of the contract. FSMG reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - FSMG encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to FSMG – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of FSMG to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. FSMG is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscrosters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of

restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - FSMG has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to FSMG.

LIMITATION - This RFP does not commit FSMG to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - FSMG reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of FSMG to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of FSMG. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS

Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

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Event Electrical Services for Fair and Event Center

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The Clark County Event Center, managed by the Fairgrounds Site Management Group (FSMG) hereafter called the Event Center, is initiating this Request for Proposal to solicit proposals for contracted temporary electrical utility services including, but not limited to, labor and material for temporary installation, operation, and removal of electricity services for events, exhibits, displays, meeting rooms, and registration as may be required for Event Center clients and other related needs. Permanently installed utilities such as electrical wall outlets, concessions utilities, and restroom facilities are NOT included in the scope of maintenance responsibility of the contractor, but in an emergency, the selected contractor may be called on to aid in-house county staff.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscresters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>FSMG has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to FSMG.</p>
2. Background	<p>The Event Center plans to offer temporary electrical utility services to licensed clients using the Center's facilities for events, trade shows, assemblies and exhibitions. The facilities include, but are not limited to the Exhibition Hall, South Halls #1, #2 and #3, the Equestrian Arena, the Grandstand, and other various barns and structures around the Fairgrounds. The Event Center is seeking an exclusive electrical contractor, with the exception of projects or small functions that can be performed by Clark County electricians. The Event Center is therefore undertaking a competitive process to enter into a contract for these services.</p> <p>Estimated yearly events:</p> <ul style="list-style-type: none"> • 12 large trade show events • 20 small events • Annual Clark County Fair
3. Scope of Project	<p>The Event Center is seeking an experienced professional convention and event industry electrical utility contractor to manage activities associated with the provision of electrical utility services at the Event Center for the Event Center clients.</p> <p>The services required of the contractor will include, but not be limited to the following:</p> <ol style="list-style-type: none"> a. Provide all event electrical services, as described herein, at the Event Center for the Event Center clients. Services will be exclusive, but still allow for the county in-

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	<p>house staff to provide electrical services for small activities and projects with mutual agreement.</p> <ul style="list-style-type: none"> b. Hire and manage staff and labor to meet the performance requirements contained in this RFP. c. Acquire and maintain an inventory of equipment sufficient to provide complete electrical and services for any and all events, including the Clark County Fair and all other trade shows and various events that may be contracted by the Event Center. All electrical equipment (components/devices) will be UL listed and meet all city and state electrical codes and requirements. d. Acquire and maintain an inventory of equipment sufficient to provide complete electrical and services for any and all events that may be contracted by the Event Center while at the same time servicing any and all other contracts to other facilities and events that may be present. All electrical equipment (components/devices) will be UL listed and meet all city and state electrical codes and requirements. e. Actively market electrical services offered at the Event Center to potential clients and administer ordering process. Look for ways to increase orders and services provided. Expand options to clients and market those options to vendors and users of the services. f. For no fee to the decorator, provide electrical for decorator booth and aisle cleaning, where required. g. Provide the Event Center with a transition plan for takeover.
<p>4. Project Funding</p>	<p>Funding for inventories of event related electrical services, staffing materials, labor, and operations will be the responsibility of the Contractor. The contract generated by this RFP will set out a commission schedule which will be paid to the Event Center from the gross revenues of the Contractor.</p> <p>Proposers are to submit to the Event Center a proposed percentage commission which will be paid to the Event Center derived from the gross electrical services billing</p>
<p>5. Title VI Statement</p>	<p><u>Title VI Statement</u> Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>

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<p>6. Timeline for Selection</p>	<p>The following dates are the intended timeline: .</p> <table border="1" data-bbox="423 247 1513 747"> <tr> <td>Pre-submittal Meeting</td> <td>October 16, 2024</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>October 22, 2024</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>October 24, 2024</td> </tr> <tr> <td>Proposals Dues</td> <td>October 30, 2024</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>October 31 – November 14, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>November 15 – November 22, 2024</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>December 9 – December 13, 2024</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>January 1, 2025</td> </tr> </table>	Pre-submittal Meeting	October 16, 2024	Deadline for Questions and Answers	October 22, 2024	Final date for Addendum, if needed	October 24, 2024	Proposals Dues	October 30, 2024	Proposal Review/Evaluation Period	October 31 – November 14, 2024	Selection Committee Recommendation	November 15 – November 22, 2024	Contract Negotiation/Execution	December 9 – December 13, 2024	Contract Intended to Begin	January 1, 2025
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<p>7. Employment Verification</p>	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach.</p> <p>(Sole Proprietors must submit a letter stating such.)</p>																
<p>Section IB</p>	<p>Work Requirements</p>																
<p>1. Required Services</p>	<p>As a guide to Contractor, the following objectives are mutually agreed upon to be consistently met, if awarded this contract. Prevailing wages apply to this contract. The services required of the contractor will include, but are not limited to the following:</p> <ol style="list-style-type: none"> a. Contractor shall provide event electrical services to all clients and their representatives. b. Contractor shall correct any unsafe or hazardous electrical connections that are found to exist with exhibitor equipment, at the exhibitor's expense or refuse to provide power to an unsafe situation. c. Contractor shall keep its equipment in good operating condition and respond to any service maintenance request by the Event Center. d. Contractor shall provide, at a minimum, annual inspection and testing, as well as upgrade of its equipment when necessary. e. At the conclusion of each event period, contractor shall promptly remove and store all temporary electrical and miscellaneous equipment from the exhibit or event space, as specified by the Event Center. f. Where space allows and with agreement by the Event Center, Contractor electrical equipment may be able to be stored on the Event Center grounds as needed. 																

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- g. Hire and manage staff and labor to meet the performance requirements contained in this RFP.
- h. Acquire and maintain an inventory of equipment sufficient to provide complete electrical services for any and all events, including the Clark County Fair and all other trade shows and various events that may be contracted by the Event Center while at the same time servicing any and all other contracts to other facilities. All electrical equipment (components/devices) will be UL listed and meet all city and state electrical codes and requirements.
- i. Actively market electrical services offered at the Event Center to potential clients and administer ordering process.
- j. For no fee to the decorator, provide electrical for decorator booth and aisle cleaning, where required.

Provide the Event Center with a transition plan for takeover.

LABOR:

- a. Contractor must be licensed to do business in the State of Washington and Clark County.
- b. Contractor will employ a full time Washington State Journeyman Administrator, required for electrical permits and any electrical work in Washington, who will have the ultimate responsibility to determine that all equipment and services provided comply with applicable laws and administrative codes.
- c. Contractor must provide qualified electricians and other craft workers as needed to provide event electrical services professionally and successfully. Contractor must provide proof of adequate journeymen and apprentice/trainees to perform scope of work.
- d. Contractor's employees shall, subject to the Event Center's approval, dress uniformly and shall be clean, courteous and neat in appearance at all times. Also, appropriate apparel shall be worn by said employees for identification at all times.
- e. All employees of the contractor shall be properly trained, licensed and certified in order to insure adequate knowledge and protection for clients and the Event Center and its electrical services. Contractor shall adhere to the policies and procedures of the Event Center without exception.
- f. At all times during the period of the contract, Contractor shall employ an active, qualified, competent, and experienced manager and / or supervisor who will be available to supervise the Contractor's operations and to represent and act for the Contractor in matters pertaining to day-to-day operations under the contract. In addition, the Contractor shall staff its business office Monday through Friday, 8:00 am to 5:00 pm. Contractor shall advise in writing as to the identity and 24-hour telephone number of its manager in charge. Contractor shall provide prior written notice of any changes to such information.
- g. Contractor shall at all times have the ability to provide 24-hour, seven days per week, on call emergency response, able to respond on-site within 30 minutes and facilitate repairs within 60 minutes of arrival. This emergency service ability must be maintained at the same time Contractor is servicing other contracts and clients.
- h. Contractor shall be responsible for all actions of its full-time or temporary personnel, including subcontractors.

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- i. Contractor, its employees and agents shall at all times comply with all applicable laws, ordinances, and regulations including, but not limited to, regulations, policies and procedures of the Event Center.

EQUIPMENT:

- a. Contractor must provide any and all necessary equipment to perform functions and activities set out in this RFP.
- b. All off-site electrical equipment will be compatible with on-site electrical equipment which shall be state of the art and recognized as trade show components and cabling. All electrical equipment (components/devices) will be UL listed and meet all city and state electrical codes and requirements.
- c. Contractor shall be responsible to provide and install all equipment necessary to allow compatibility between house service and contractor equipment.

STORAGE:

- a. The Event Center shall provide storage space, as available, which it deems necessary, to Contractor. Said storage shall be for Contractor's use in providing the electrical services required in the contract.

OTHER:

The Contractor will use an automated service order system to track and bill clients for electrical services rendered. A system such as QuickBooks or similar accounting and tracking software is necessary for reporting and auditing services rendered and revenues received and to maintain electronic histories and profiles of each event.

LOCAL SITE MANAGER

Contractor shall provide at a minimum, one full-time local manager who will give priority to the event electrical operations at the Event Center. The local manager shall be highly qualified from the standpoint of technical abilities, experience, and managerial capabilities. The local manager will be available to honor appointments with the Event Center operating departments and clients and to provide services and supervise electrical functions. The local manager or other trained personnel shall be capable of operating any Event Center electrical equipment. Compensation for the local manager and any other personnel provided by the Contractor will be the sole responsibility of the Contractor.

OPERATIONAL REQUIREMENTS

- Contractor shall prepare and implement a marketing plan and associated marketing materials directed at increasing the electrical services related to Event Center events.
- Contractor shall provide adequate equipment inventories to supply any and all requests by clients and exhibitors. This includes the simultaneous equipment requirements of other Contractor events or contracts.
- Contractor will familiarize appropriate staff with on site equipment and systems.
- The Contractor will provide a professionally trained and outfitted staff. Appropriate uniform or dress code will be subject to the approval of the Event Center management.
- Contractor management and staff will develop a close association with the internal Event Center staff departments for current information about the client and facility requirements.
- Contractor must maintain an independence from vendors when recommending changes to the Event Center.
- A qualified representative(s) of Contractor shall be on the premises any time Contractor's equipment or service is in use by a client, and/or contractor shall have a

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	<p>qualified representative on-call and facilitate repairs within 60 minutes of Event Center 24 hours a day, 7 days a week, including weekends and holidays for any unforeseen emergencies or requirements.</p> <ul style="list-style-type: none"> • A service desk for move-in and move-out of larger events will be required. Appropriate size of event for this service should be discussed as part of the proposal and will be negotiated as part of the final contract. • Contractor must notify the Event Center in writing of any Event Center owned equipment that is malfunctioning, unserviceable or lost. Contractor shall facilitate repairs performed on Event Center equipment by recommending appropriate action to the Event Center management. • Contractor may convey, with Event Center approval to any clients, subcontractors, etc. that they are the exclusive provider of electrical service at the Event Center. • All equipment and wiring are to be removed and stored appropriately within 24 hours of the end of each event. In the event the Event Center determines it is necessary for equipment and wiring to be removed within a shorter time frame, Contractor will comply. Contractor will work closely with the Event Center Facility Services and Operations staff in the coordination of installation and removal of all equipment and wiring. • The Event Center will make appropriate internal communication available to the Contractor for accessing event information and communicating with clients and Event Center staff. <p><u>REPORTING REQUIREMENTS</u> The Contractor shall be responsible for submitting the following reports:</p> <ul style="list-style-type: none"> • Accounting for all event related electrical services provided and revenues relating to those services. A listing of equipment and services provided for each event including equipment name, type of service provided, client name, and room/booth number as required for audit purposes. • Monthly gross revenue reporting for Event Center related business. • Contractor will prepare accurate documentation of Event Center owned equipment and records, and Contractor owned equipment and provide reports to Event Center as requested. • The Event Center reserves the right to request additional reports relating to various aspects of the Contractor's business activities at the Event Center.
<p>2. County Performed Work</p>	<p>With the allowance for smaller activities and grounds projects to be handled by the County in-house electrical staff, the Event Center shall grant to the Contractor the exclusive right and privilege to furnish event electrical services. This service shall include installation, operation, and dismantling of electrical services for events, exhibits, and all other client related electrical needs at the Event Center.</p>
<p>3. Deliverables & Schedule</p>	<p>Contractor shall be capable of meeting last minute requests for services within a reasonable time frame. Contractor must be capable of providing equipment and services to satisfy the most demanding needs of the Event Center and its clients. Contractor must be able to provide services during evening, weekend and holiday events as well as during the week.</p>

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4. Place of Performance	Contract performance will take place at the Clark County Event Center and Clark County Fair located at 17402 NE Delfel Rd. Ridgefield, WA 98642.
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on January 1, 2025 and end December 31, 2027</p> <p>FSMG reserves the right to extend the contract resulting from this RFP for a period of 4 (four) additional years, in one (1) year increments, with the same terms and conditions, with the exception of cost, by service of a written notice of its intention to do so prior to the contract termination date. Cost for additional option year(s) shall be reviewed prior to extension of the contract.</p> <p>FSMG also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. Americans with Disabilities Act (ADA) Information	FSMG in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.

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<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to FSMG. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the</p>

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	<p>Work. The deductible will not be more than \$50,000 unless prior arrangements are made with FSMG on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County and FSMG need to be listed as additional insured.</p> <p>F. Professional Liability (aka Errors and Omissions) The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with FSMG on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p>G. Pollution and Asbestos Liability If hazardous material is encountered during any construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Proposer performing work shall obtain and keep in effect during the term of the contract, Pollution Liability Insurance, including Asbestos Liability covering bodily injury, property damage, environmental damage, including any related clean-up costs. Combined single limit should be a minimum of \$1,000,000.00 per occurrence.</p> <p>H. Umbrella Liability Coverage Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>I. Additional Insured Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County and FSMG. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. FSMG reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
<p>11. Plan Holders List</p>	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none"> ✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none"> • If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion. • Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	A Pre-Submittal Meeting is scheduled for 1:00 pm on Wednesday, October 16, 2024. Attendees shall meet in the Administration Office conference of the Clark County Event Center located at 17402 NE Delfel Road, Ridgefield WA 98642.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is October 22, 2024 by 3:00 pm.</p> <p>An addendum will be issued no later than October 24, 2024 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed twenty-five (25) pages, excluding resumes, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of FSMG, we encourage the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County and FSMG discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

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	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	<p>This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A</p>
2. Project Team	<p>Describe your management/supervisory and support staff team. Include their technical skills and experience.</p> <ul style="list-style-type: none"> • Name, address, principal place of business, and telephone number of legal entity with whom contract is to be written. • Legal status of the Proposer and year entity was established. • Federal employee ID number and Washington Uniform Business Identification (UBI) number issued by the Department of Revenue. • Name of the Project Manager • Location of facility and/or equipment warehouse from which Proposer would operate. • Provide description of the proposed staffing/organization to be used during the course of the contract, including any subcontractors. Explain the proposed methodology for conduct of the project. • Identify responsibilities and qualifications of staff who will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes for the named staff. The Proposer must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the Event Center. • An organizational chart of your firm is required indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. • Proposer shall disclose who within the firm will have prime responsibility and have final authority for the work. • Proposer shall demonstrate how it intends to meet the conditions of the Event Center agreement.

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3. Management Approach	Proposal must contain a comprehensive work plan describing in sufficient detail the Proposer planned approach to the work defined in Required Services.
4. Respondent's Capabilities	<p>A. Provide history/examples of work experience that reflects similar performance described in the Required Services section.</p> <ul style="list-style-type: none"> • Indicate the experience, if any, the Proposer has had in the following areas: <ul style="list-style-type: none"> ○ Installation of event electrical services; specifically for Fairs, booth shows and stage shows ○ Marketing electrical services ○ Customer Service • List all major contracts for events or venues in the state of Washington and/or Oregon during the last five (5) years, including contract number, period of performance, and contract person. Emphasis should be placed on projects similar to that herein required. • List contract reference numbers, contract period of performance, contact persons and telephone numbers. • List any memberships in professional organizations or other professional involvement relating to delivery or marketing of electrical services which would distinguish your company as a professional in the industry. • Proposers must supply names, addresses and telephone numbers of three (3) client references and briefly describe the type of service provided in the contracts. The Proposer must grant permission to the Event Center to contact all references provided. • Indicate if the Proposer has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default. NOTE: If the Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. The Event Center will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of its past experience. <p>B. Subcontractors Information Requirement</p> <ul style="list-style-type: none"> • If subcontractors are used, bidder shall submit the information required in IIC.2 and IIC.4 for each proposed subcontractor.
5. Project Approach and Understanding	<p>Summarize your understanding of our needs and your ability to satisfy those requirements.</p> <p>The information will provide a basis for contract negotiation and may be contained within the contract document.</p>
6. Proposed Cost	Changes in the rates charged by Contractor for services will be reviewed annually with the Event Center. Any changes must be approved by the Event Center. (NOTE: Rates in effect on the first day of the contract generated between the Event Center and the Contractor will not be subject to change for a minimum of twelve (12) months following the date of the contract.)

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The "Financial Proposal" provides information regarding rates, services and financial compensations.

A. Equipment and Rates

- Proposers must submit a catalog of all available equipment and services that the Proposer can provide and the rental rates of such equipment and services.
- Proposer agrees not to increase rates of rental equipment or services offered to clients for at least twelve (12) months following the commencement of this agreement and any such Proposer's rate increases after the twelve (12) month period is subject to approval by the Event Center.
- Proposer must provide examples of order forms, settlement sheets, invoices and other documentation for the fulfillment and reporting of services under this agreement.
- Minimum calls, rates and other related fees should be disclosed by Proposer for work relating to emergency calls and/or expedited work outside of normal business hours or regular schedules.

B. Compensation and Payment

- Proposers are to submit a financial plan outlining the approach recommended by the Proposer for determining prices for services, costs of operation, and the method by which Proposer would pay commissions on gross revenues to the Event Center. Gross receipts are to be reported by event and payment made monthly by the 10th day of the month following the event. Responses should give specific dollar amounts or percentages for RFP evaluation purposes. Proposers, to be qualified, must agree to a minimum contract payment of 15% of gross revenues to the Event Center on a monthly payment basis. Some areas to consider in preparing a response for this section may include:
- Exclusive provider to the Event Center of electrical utility services. Services shall include, but not limited to:
 - 1) Performing moves, adds and changes for the Event Center's electrical utility system. (Equipment costs will be the responsibility of the Event Center.)
 - 2) Providing electrical utility consulting services to the Event Center.
 - 3) Providing other services as required by the Event Center within the scope of this RFP.
- Revenues and expenses associated with Event electrical utility installation. Proposals should include percentages and fees associated with equipment, services, and extra labor involved with all events.
- Revenues and expenses associated with other new products with might be marketed to the Event Center clients as a result of recommendations by Proposer and/or the Event Center.
- With mutual agreement from the Event Center, the Contractor may provide services at a discounted rate to certain clients or events that may warrant special considerations. The Event Center wishes to maintain the flexibility to reduce or waive its commissions to allow for certain projects or events to have a flexible price structure.

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Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection														
1. Evaluation and Selection:	<p>Proposals received in response to this RFP will be evaluated by a Review Committee.</p> <p>Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Fairgrounds Site Management Group Board of Directors.</p>														
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 716 1421 1157"> <tr> <td>Proposal Approach / Quality</td> <td>15</td> </tr> <tr> <td>Creativity / Experience</td> <td>20</td> </tr> <tr> <td>Work History / Examples</td> <td>15</td> </tr> <tr> <td>Cost</td> <td>20</td> </tr> <tr> <td>References</td> <td>15</td> </tr> <tr> <td>Criteria Specific to your Project Needs</td> <td>15</td> </tr> <tr> <td style="text-align: right;">Total Points</td> <td>100</td> </tr> </table>	Proposal Approach / Quality	15	Creativity / Experience	20	Work History / Examples	15	Cost	20	References	15	Criteria Specific to your Project Needs	15	Total Points	100
Proposal Approach / Quality	15														
Creativity / Experience	20														
Work History / Examples	15														
Cost	20														
References	15														
Criteria Specific to your Project Needs	15														
Total Points	100														
Section IIIB	Contract Award														
1. Consultant Selection	<p>FSMG will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If FSMG does not reach a favorable agreement with the top Proposer, FSMG shall terminate negotiations and begin negotiations with the next qualified Proposer. If FSMG is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>FSMG reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. FSMG reserves the right to award the contract based on the best interests of FSMG</p>														
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.														
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov														
4. Orientation/Kick-off Meeting	There are not any plans to hold a kick-off meeting.														

**Request for Proposal #906
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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of FSMG and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Mason@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to FSMG, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT D

