



RFP #790

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, DECEMBER 2, 2020

DUE DATE: WEDNESDAY, DECEMBER 23, 2020 by 1:30 pm

Request for Proposal for:

CLARK COUNTY FAIR and EVENT CENTER ALCOHOL and BEVERAGE SERVICE PROVIDER

SUBMIT:

One (1) Original

Four (4) Complete Copies

of the Proposal to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660
564-397-2323

Proposals can be hand delivered between 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

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

*****DO NOT PUT IN ANY DROP BOX LOCATED IN THE BUILDING*****

*****Hand Delivery Requires Entrance to the building using the North Door on the First Floor.***

*****Anyone entering the building must wear a face mask*****

Refer Questions to Project Manager:

Jason Young
Director of Operations
Fairgrounds Site Management Group
Jason.Young@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 & Clark County. 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 & Clark County 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 & Clark County 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 & Clark County 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 & Clark County 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 - Clark County 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 Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of FSMG Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County 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.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of

its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

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 & Clark County 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 Clark County.

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 FSMG or 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. FSMG 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.

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 Table of Contents

PART I	PROPOSAL REQUIREMENTS
	Section IA: General Information
	1. Introduction
	2. Background
	3. Scope of Project
	4. Project Funding
	5. Timeline for Selection
	6. Employment Verification
	Section IB: Work Requirements
	1. Required Services
	2. County Performed Work
	3. Deliverables and Schedule
	4. Place of Performance
	5. Period of Performance
	6. Prevailing Wage
	7. Debarred / Suspended
	8. Public Disclosure
	9. Insurance/Bond
	10. Plan Holders List
PART II	PROPOSAL PREPARATION AND SUBMITTAL
	Section IIA: Pre-Submittal Meeting/Clarification
	1. Pre-Submittal Meeting
	2. Proposal Clarification
	Section IIB: Proposal Submission
	1. Proposals Due
	2. Proposal
	Section IIC: Proposal Content
	1. Cover Sheet
	2. Project Team
	3. Management Approach
	4. Respondent's Capabilities
	5. Project Approach and Understanding
	6. Proposed Cost
	7. Employment Verification
PART III	PROPOSAL EVALUATION & CONTRACT AWARD
	Section IIIA: Proposal Review and Selection
	1. Evaluation and Selection
	2. Evaluation Criteria Scoring
	Section IIIB: Contract Award
	1. Consultant Selection
	2. Contract Development
	3. Award Review
	4. Orientation/Kick-off Meeting
ATTACHMENTS	A: Proposal Cover Sheet
	B: Letter of Interest
	C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form
	D. Qualifications
	E. Clark County Fair Alcohol Service and Control Operating Plan (Summary)
	F. Sports & Entertainment Facility License Clark County Event Center Operating Plan

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Part I Proposal Requirements

Section IA General Information

1. Introduction

The purpose of this RFP is to contract for year-round alcohol and beverage services for the Clark County Event Center at the Fairgrounds and the annual Clark County Fair for a period of one year.

The alcohol service will be the exclusive right of the service provider selected by this RFP and will be charged a commission on alcohol sales less taxes. Per Washington State Liquor and Cannabis Board, proposers are invited to propose to offer services such as concessions, catering in addition to the services in this RFP that they feel are compatible and would complement existing uses.

A plan for enhancement of facilities and improvement of services should be outlined and include estimated capital improvement funds offered.

During the annual Clark County Fair, the service provider will be treated as a Fair food concessionaire and sales of food and non-alcoholic beverages will be assessed the same percentages as all other food concessionaires (currently 25%).

Clark County has made this Request for Proposal 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 Clark County.

2. Background

The Exhibition Hall has attracted a wide range of clients for banquets such as Rocky Mountain Elk Foundation, Friends of NRA, Coastal Conservation, Hewlett Packard Employee Seminar, and private receptions with weddings and birthdays. There is also in-house produced banquets with the Clark County Fair Holiday Reception in December followed by the Fair Court Coronation in February. All banquets typically have beer, wine, spirits, and non-alcoholic beverage sales. The Clark County Event Center has also hosted sports and entertainment events from MMA, boxing, rodeos, roller derby, and concerts in which alcohol has been served in open consumption and beer gardens.

The Clark County Fair has been in existence since 1868. Thousands of volunteers, along with paid staff produce the annual event which regularly attracts over a quarter of a million guests. The Clark County Fair has ten days of entertainment in the Grandstand arena starting with four nights of concerts, followed by bull riding or rough stock rodeo on Tuesday night, and closing with five days of motorsport events such as Motocross, Demolition Derby, Tough Trucks, and Monster Truck. The concerts start at approximately 7:00 pm with a 90-minute show that ends at approximately 8:30 pm. The other six days of the Fair have two shows each day. The afternoon show starts at 2:00 pm and the evening show starts at 7:00 pm. See Alcohol Control Operations Plan attached to this RFP for specifics regarding alcohol service.

Gross annual sales of alcoholic beverages averaged approximately \$221,000 during the four years between 2016 and 2019. Of these sales, almost \$160,000 was generated annually during the 10 days of the Clark County Fair.

An 18,000 seat amphitheater shares parking lots with the Clark County Event Center. Management, alcohol service, and concessions at that venue are managed by a separate contract. This RFP does not include any alcoholic or beverage services for the amphitheater. The amphitheater has first right to parking and traffic flow between May 1 through September 30 each year, other than the annual Fair. Thus, the Exhibition Hall has a primary season of

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

October 1 through April 30. However, some shows may be booked during the amphitheater season.

3. Scope of Project
- It is the goal of the Fairgrounds Site Management Group (FSMG) to have an alcohol service provider that has excellent service history, creativity, competitive prices and honest, timely reports. Quality service and marketing abilities are important considerations in the selection of a Service Provider. FSMG desires a provider who will view their relationship as a partnership, and actively assist the FSMG management in marketing efforts, becoming part of a successful team.

This RFP is for alcohol services. The Service Provider may have the right to submit a proposal for the services and will be recommended to any interested party. Best commission offered may not be the sole determining factor for the selection of an alcohol service provider. FSMG reserves the right to charge a commission on all banquet style events where alcohol is served. Commission is open to negotiation.

4. Project Funding
- Clark County, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors 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 the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

The following dates are the **intended** timeline:

5. Timeline for Selection

Release Date	December 2, 2020
Virtual Pre-Submittal Meeting Clarification	December 10, 2020
Proposals Due	December 23, 2020
Proposal Review/Evaluation Period	January 4 – January 11, 2021
Interview/Demonstration (optional)	January 13-14, 2021
Selection Committee Recommendation	By January 15, 2021
Contract Negotiation/Execution	Week of January 25, 2021
Contract Intended to Begin	By February 1, 2021

6. Employment Verification
- Effective November 1, 2010, to be considered **responsive** to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within **48 hours** after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov

Note : Sole Proprietors shall submit a letter stating exempt.

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Section IB

Work Requirements

1. Required Services

The Service Provider will provide all product, labor, tools and equipment necessary for the satisfactory completion of the contract.

The Service Provider is responsible for obtaining all necessary permits and licenses for the successful operation and providing FSMG with copies of the same. The Service Provider will be required to operate under the Sports and Entertainment License Operating Plan previously approved by the Washington State Liquor and Cannabis Board for both the Clark County Fair and the all year-round services at the Clark County Event Center. Previous plan is one of the attachments to this RFP. FSMG may reimburse the selected provider for fees associated in the procurement for a Sports and Entertainment Liquor License for site location through Washington State Liquor and Cannabis Board. Dollar amount is subject to the contract negotiation.

The Service Provider is responsible for legal and safe operation. All laws and regulations, including health, safety, fire and others will be maintained. The Service Provider is responsible for payment of all taxes in connection with performance of the contract.

The selected Service Provider will be responsible for ensuring adequate food is being served to comply with all Washington State Liquor and Cannabis Board laws and guidelines for alcohol service. This can be performed with the Service Provider using their own resources with bringing in outside catering from a source that complies with all County health permits or using sub-contractor food carts/trucks to ensure nutritious food is available during consumption sales. Menu should offer a variety of beverage and alcohol choices. Consideration should be given to area (Pacific Northwest) when developing the menu items.

Items sold, including alcoholic beverages, non-alcoholic beverages, and other food, will be of top quality and must conform in all respects to all applicable Federal, State, and County health laws. Food must be freshly prepared and shall be handled with all due regard to sanitation and food handling procedures. No adulterated or misbranded items shall be offered for sale.

Prices are subject to review and approval by FSMG management and shall not be higher than the average price for like items charged at comparable facilities. Service Provider shall post in a conspicuous place at each stand a complete list of prices of all items offered for sale. The style and size of the signs shall be subject to the prior approval of FSMG.

A price and portion guide shall be maintained by the Service Provider so that FSMG will have the latest prices and portions on file. Price increases must be recommended sixty (60) days in advance. Supporting justification must be submitted with the request and will be reviewed by FSMG subject to their approval.

FSMG reserves the right to request certain brand items in order to meet sponsor requirements. (e.g.; soft drink; beer; cider; wine; and spirits).

Alcoholic beverages will be offered for sale to the extent permitted by applicable Federal, State and local laws. Only nationally recognized brands will be served unless the event requirements and FSMG written approval is obtained for other brands to be sold (e.g. micro-brews). FSMG shall have the sole right to determine at which events alcoholic beverages may be sold, when they may be sold and at which location(s). Proper insurance coverage from the Service Provider is required for alcoholic beverage service. The successful proposer of this RFP will be required to secure a Sports and Entertainment Liquor License for the Event Center and Fairgrounds from the Washington State Liquor and Cannabis Board.

This RFP shall not be construed to prevent either FSMG or any of its clients and facility users from engaging the services of a caterer of its own choosing to stage banquets or other special catered events where FSMG or the Service Provider's equipment is not required regarding catering or concessions. The Service Provider may have the right to submit a proposal for the

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

services and will be recommended to any interested party. Lowest price may not be the sole determining factor for the selection of a caterer. FSMG reserves the right to charge a commission of at least 10% of all catered events.

Other than the Exhibition Hall concession stands, storage is not provided. Additional storage space will require written permission and will be at the sole cost and responsibility of the Service Provider. Product inventory will not be stored outside concession stands, or designated storage area for events throughout the grounds unless necessary and will require permission and it must be concealed or covered in an attractive manner that meets FSMG approval.

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 Service Provider is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

2. County Performed Work

The Exhibition Hall is complete and contains approximately 97,200 square feet of exhibit space in the 112,000 sq.ft. building. Two "air-walls" can allow the Exhibit Hall to be divided into six different sizes of rooms, ranging from 21,600 sq.ft. to 97,000 sq.ft.

The Service Provider could utilize the two operating concessions stands to perform services, one in Hall A and one in Hall C. The stands are not plumbed nor ventilated to allow frying or other cooking with grease. Each stand has adequate refrigerators, freezers, ovens, armers and soda dispensing machines. The Hall C concession stand has walk-in refrigerators and freezers for cold storage as well as a walk-in room for dry storage.

There is also an unfinished concession stand located in Hall B that can be used as storage, as an office, or completed as necessary by the Service Provider. Coordination for installation of new equipment will be required with FSMG.

3. Deliverables & Schedule

Service Providers 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.

Any contract awarded as a result of this RFP may include the agreement to annually audit any contracts with Clark County. Audits shall be performed in accordance with OMB Circular A-133 as appropriate and shall be received by Clark County within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit which meets general accepted auditing standards.

In addition, auditing or monitoring for the following purposes will be conducted at the discretion of FSMG: fund accountability; contract compliance and program performance.

4. Place of Performance

Performance will take place at Clark County Event Center at the Fairgrounds and the annual Clark County Fair. During the annual Clark County Fair alcohol is served in a consumption area that is under a 100' x 40' canopy tent using four to five portable beer stations that typically hold 3-4 kegs of drafts, premium, and specialty beers. Underneath the Grandstand seating area will usually have two package carts on ice with domestic canned beer. Please see attached Alcohol Control Operating Plan for Clark County Fair and Clark County Event Center.

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

5. Period of Performance
- A contract awarded as a result of this RFP will be for one year. The contract is intended to begin on February 1, 2021 and end January 31, 2022.
- FSMG reserves the right to extend the contract resulting from this RFP for a period of one (1) additional year, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
6. Prevailing Wage (When Applicable)
- Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply from either of these sites:
- <http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>
- <http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates>
- 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.
- 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 bid items of this contract.
7. Debarred/Suspended
- Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.
- All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matter" form with their proposal to be eligible to participate.
8. Public Disclosure
- 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.
- 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.

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

9. Insurance/Bond

A. Commercial General Liability (CGL) Insurance 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 will 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 Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County 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 needs to be listed as additional insured.

B. Automobile

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 \$500,000 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.

C. 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 \$5,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County 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.

D. 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 but not limited to Commercial General Liability, Automobile Liability, Employers Liability and Professional Liability.

E. Waiver of Subrogation

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 recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

E. 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.

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

F. Proof of Insurance

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 Clark County. 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. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

G. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

All policies must have a Best's Rating of A-VII or better.

10. Plan Holders List

All proposers are required to be listed on the plan holders list.

- ✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: <https://clark.wa.gov/internal-services/requests-proposals>

- 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.

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Part II Proposal Preparation and Submittal

Section IIA

Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting

Due to current Covid-19 guidelines and Governor's mandate there will be a virtual non-mandatory, but highly encouraged, pre-submittal meeting through video or teleconference that is scheduled for Thursday December 10, 2020 at 10:30 am.

Please e-mail project manager, Jason Young at Jason.Young@cceventcenter.org for invitation to join. The purpose of the conference is to provide potential proposers the opportunity to view the site virtually, the Event Center's building locations and to ask any questions on items in the RFP they feel need clarification.

2. Proposal Clarification

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.

The deadline for submitting such questions/clarifications is December 16, 2020.

An addendum will be issued no later than December 17, 2020 all recorded holders of the RFP if a substantive clarification is in order.

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.

Clark County RFP site: <https://clark.wa.gov/internal-services/requests-proposals>

Section IIB

Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and;**
- 2. TITLE and;**
- 3. Name and Address of the Proposer.**

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

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.

2. Proposal

Proposals must be clear, succinct and not exceed 25 pages, excluding resumes, E-Verify and coversheet. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of Fairgrounds Site Management Group, FSMG encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

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.

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.

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.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

Section IIC

Proposal Content

1. Cover Sheet This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A

2. Project Team Tell about your staff (names not necessary) and their experience. Will there be a person in charge during events that is capable of making decisions for your company?

3. Management Approach Describe your approach to the project.
 - How would you serve the Event Center?
 - How would you serve the individual fair patrons and event attendees?

4. Respondent's Capabilities Provide a summary of:
 - Business history
 - Core competencies (achievements)
 - Staff experience
 - Financial Proposal
 - Capital Investments and Operational Equipment Needed to Perform Service
 - (You may use your company biography or marketing material.)

5. Project Approach and Understanding Describe your strategies and methods to accomplish the tasks required.

6. Proposed Cost Provide a detailed proposal for revenue sharing to include percentages on revenues for alcoholic beverages, food and non-alcoholic beverages.

7. Employment Verification **Please refer to section 1A.6. – E-Verify**
IMPORTANT NOTE: Include this portion of the response immediately **AFTER** the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:
<https://www.clark.wa.gov/general-services/purchasing-overview>

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Part III Proposal Evaluation & Contract Award

Section IIIA

Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. 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.
2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal Approach / Quality	5
Creativity / Experience	10
Work History / Examples	20
Product Offerings	15
Revenue Sharing/Program and Facilities Improvements	40
References	10
Total Points	100

Section IIIB

Contract Award

1. Service Provider Selection: FSMG will award a contract to the highest scoring Proposer. Should FSMG not reach a favorable agreement with the highest scoring Proposer, FSMG shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
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 proposal documents. After contract execution, proposers may seek additional clarification on the scores, proposals and interviews.
4. Orientation/Kick-off Meeting: Contract negotiations will be completed following the Evaluation and Scoring period. The FSMG intends to complete the negotiations by January 29, 2021.

Request for Proposal #790
Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

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 acknowledge receipt of Addendum may render the proposal non-responsive.

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 the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

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.Ricci@clark.wa.gov

Clark County web link:

<https://clark.wa.gov/internal-services/requests-proposals>

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 Clark County, 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.

Request for Proposal #790
Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

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 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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Request for Proposal #790
Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

Attachment D: QUALIFICATIONS

Attach additional sheet(s) as needed.

A. The following have been approved and adopted by the agency's Board of Directors:

Written Personnel/EEO Policies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Staff Job Descriptions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Written Benefits Policies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Affirmative Action Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

B. Is your agency a nonprofit organization?

Yes No *(If yes, submit one copy of your Charter or Articles of Incorporation AND IRS documentation showing qualification as a nonprofit corporation under Section 501(c)(3) of the IRS Code.)*

C. Is your agency currently involved in or does it have pending any legal actions? Has your agency filed for bankruptcy in the past five years?

Yes No *(If yes, explain.)*_____

D. Does your organization conduct an internal audit of funds under its control?

Yes No *(If yes, how often is such an internal audit conducted?)*_____

E. How frequently is your organization audited by an independent auditing firm? _____

➤ Attach a copy of your organization's last financial audit, including your single audit (OMB Circular A-133) and management letter or SAS 114 letter for the most recent fiscal year.

F. Within the past five years, have independent audits identified deficiencies which resulted in findings, questioned costs, costs recommended for disallowance, an "adverse opinion" by the auditors, or the auditors "disclaiming" any opinions?

Yes No *(If yes, explain and provide copy of all audit information pertaining to deficiencies, including audit, management letter or SAS 114 letter.)*_____

G. Within the past five years, has the agency had disciplinary action by a state or federal agency, state licensing investigations or actions, or malpractice suits that are pending or went to final disposition and resulted in payment to plaintiff?

Yes No *(If yes, please provide appropriate documentation and explanation.)*_____

H. If your organization does not have an audit, please include your financial policies and procedures which identify positions and areas of responsibility.

I. Does your organization guarantee 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?

Yes No *(If no, explain.)* _____

Request for Proposal #790

Clark County Fair and Clark County Event Center Alcohol and Beverage Service Provider

J. Does your organization guarantee that the costs for services quoted in response to this RFP are not in excess of those which would be charged any other individual for the same services performed by your agency?

Yes No *(If no, explain.)* _____

K. Please attach one copy of the following documents (or equivalent thereof):

- Statement of financial position
- Statement of activities
- Cash flow statement
- Statement of changes in net assets
- Notes to financial statements, if available
- Organizational chart

I certify that this agency has never been debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and we will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency to a contractual agreement.

Signature, Chief Administrator of Proposing Firm



CLARK COUNTY FAIR ALCOHOL SERVICE AND CONTROL OPERATING PLAN (SUMMARY)

The Fair consists of world-class professional and amateur entertainment, concerts, sporting events, activities, exhibits, vendors, all types of food and commerce. It is a cross-section of all demographics and a huge community asset with a very positive history.

Over a quarter of a million people visit the Clark County Fair annually generating more than \$8.5 Million of direct commerce and an economic impact of between \$20-\$25 Million per year for our community.

- Average age of Fair attendees is 33 years old, with 75% over 21 years old.
- Alcohol will be available for purchase and consumption within the designated and secured Grandstands and a portion of its related service plaza. Under no circumstances will alcohol be allowed to be brought in or taken out of the secured perimeter.
- Fair to maintain a controlled access around service locations and secured perimeters at all times.
- Other designated and secured beer/wine gardens may be offered at various locations within the Fair. Minors would be allowed only when accompanied by an adult.
- Alcohol Control and Security plans will include the following: (See Fair Operating Plan)
 1. Professionally trained security at all gates, exits and points of entry.
 2. Professionally trained Alcohol Awareness roving security teams to monitor consumption and control throughout service and consumption areas.
 3. All servers to be MAST trained or equivalent in alcohol service and control.
 4. Uniformed police (Clark County Sheriff Deputies).
 5. Mounted security patrols in the parking and outlying areas.
 6. Wristband controls and drink limits.
 7. Lighted service and consumption areas.
 8. No service to patrons showing signs of intoxication.
 9. Service will conclude at designated times significantly prior to the conclusion of the event.

Average daily contracted security & control personnel employed at the Fair:

Fair Security	Door Guards/TT	Traffic/parking	Police	Mounted Patrol	Amp Concerts
56	11	58	8	20	40-100 Security
					2-10 Police*

* (depending on size & activity)

- No tailgating allowed in parking areas.
- All alcohol abuses will be subject to citation and/or eviction.



**CLARK COUNTY FAIR
ALCOHOL SERVICE AND CONTROL
OPERATING PLAN
(WAC 314-16-270)**

DECEMBER 2020

In 1868 a group of residents in SW Washington formed an organization to celebrate and promote agriculture and mechanical advancements in the county. The founding members wished to share the accomplishments of their new county. The best way to achieve this was to host a county Fair and give the citizens of the community an opportunity to display their talents and ingenuity with the county and the state.

Today, the Clark County Fair provides a platform to share the agricultural history of the land, showcase the accomplishments of its citizens and create a positive environment for businesses to feature their latest product advancements and connect with consumers in a memorable and meaningful way. Through its positive history and solid future, the Fair attracts more than a quarter of a million visitors each year and remains the county's premier community event.

The Fair has world class entertainment, exhibits and education. The Fair promotes commerce and showcases local businesses. The Fair creates life-long memories for families, visitors and attendees. The Fair is the diverse community of Clark County.

Table of Contents

- A. SERVICE**
- B. SECURITY**
- C. POLICIES AND PROCEDURES**

A. SERVICE:

Alcohol service and consumption at the Fair (beer and wine) will be offered throughout the main grandstand seating and floor areas and a portion of its related service plaza in conjunction with the grandstand's professional entertainment. This area will be designated with a defined fenced and alcohol monitored perimeter and staffed so the alcohol will not travel to other parts of the Fair.

Alcohol service and consumption may also be offered at other various locations within the Fair, such as the Exhibition Hall, South Halls and/or the Food Court and its related plaza, but such service will be required to be contained within the confines of a controlled and designated beer garden area where minors are only allowed when accompanied by an adult.

Private VIP club areas may also be maintained in defined fenced and alcohol monitored perimeters at various locations and will be secured from the general public at all times.

Alcohol service will not be available in the following locations around the Fair: The Jack Giesy Equestrian Arena; all livestock show and exhibit areas; the N/S midway; the Carnival; or the Kids Park.

1. GRANDSTANDS & A PORTION OF THE RELATED SERVICE PLAZA:

(professional entertainment, concerts, rodeos and motorsports) Outdoor entertainment – service during lighted hours. No darkened house.

- A designated perimeter will be maintained around the grandstands and a portion of the related service plaza. Alcohol (beer & wine) service and consumption will be allowed only inside this designated area. The fence designating the portion of the grandstands service plaza for service and consumption is located east – west approximately 20' north of the ADA platform. See map.
- To be eligible to purchase and consume alcohol, patrons over 21 will be required to produce a valid I.D. and receive a non-transferable wristband. The wristband must be visible at all times the patron wishes to consume alcohol.
- Alcohol will be presented for sale at specific service areas in the designated service and consumption area and, depending on the entertainment, near the floor seating area in conjunction with the main grandstand entertainment. Service performed only by MAST trained or equivalent personnel to insure proper age and consumption control.
- Under no circumstances will alcohol be allowed outside of the Grandstand's designated service and consumption perimeter.
- Appropriate numbers of MAST trained, or equivalent roving security personnel will be deployed in and around the grandstands to insure proper consumption control. The security alcohol rovers will interact with guests to identify potential problems, monitor suspicious activities, and prevent the passing of beverages to

underage patrons. Rovers have the authority to verify the age of suspected offenders as well as cut off or evict any patron visibly intoxicated or someone who has abused the rules.

- Uniformed police will be employed at the Fair at all times to uphold and enforce all liquor laws, identify public intoxication violations and provide a visual deterrent.
- All points of sale will require a check of valid I.D.'s, even if patron is wearing a wristband.
- Limit two (2) drinks per transaction per person.
- Alcohol service will be terminated at a time significantly prior to the conclusion of each event as deemed appropriate. Service will be terminated before dusk each day to ensure service and consumption in a lighted atmosphere.
- Food and concessions will also be offered at the grandstand service plaza during all events while alcohol is to be served.
- When there are no concerts in the Grandstands (during the afternoon of the first four or five days of the Fair), the service and consumption area will be limited to the fenced blacktop area at the East side of the designated and secure service and consumption area (annotated on the attached map in orange). During that time, there will be no alcohol in the Grandstands or the portion of its related plaza. During the evening concert and for both the afternoon and evening grandstands entertainment shows (bull riding and motor sports) on the final five or six days, the service and consumption area will revert back to its original configuration as depicted on the attached map in green.

2. EXHIBITION HALL / FOOD COURT & RELATED PLAZA / SOUTH HALLS & COMMERCIAL EXHIBIT SPACES:

- A beer or wine garden may be maintained using a designated, secured and controlled area for service and consumption.
- All alcoholic beverages must remain inside the designated area.
- Minors are allowed into the designated gardens only when accompanied by an adult.
- To be eligible to purchase and consume alcohol, patrons over 21 will be required to produce a valid I.D.
- Service performed only by MAST trained or equivalent personnel to insure proper age and consumption control.
- Limit two (2) drinks per transaction per person.
- Alcohol service will be terminated at a time significantly prior to the conclusion of each event as deemed appropriate. Service to be maintained in a lighted atmosphere at all times.

3. **VIP CLUBS – EXHIBITION HALL, GRANDSTAND AND OLD ADMIN COURTYARD** (private, catered functions)

- Outside the NW corner of the Exhibition Hall, at the East side of the Grandstand service/consumption area, or on the Grandstand floor (depending on the entertainment) or the Courtyard at the east end of the Old Admin building designated secured areas (separated from the public areas of the Fair) may be set for private functions.
- To be eligible to consume alcohol, patrons over 21 will be required to produce a valid I.D.
- All servers must be MAST trained or equivalent to insure proper age and consumption control within the designated areas.
- No alcohol will be allowed out of the designated and secured area.

B: SECURITY

Clark County Fair is committed to the prevention of abuses of alcohol including underage drinking and overconsumption. All appropriate steps will be taken to not allow any outside alcohol to be brought into an event as well as deny any alcohol to be taken out.

1. Event security services will be performed only by professionally trained security companies. Volunteers or volunteer groups are not acceptable for security functions. Currently, the Clark County Fair employs Coast to Coast Security who has a very long and successful history of professional event security and alcohol management.
2. Strict perimeter control will be maintained during all events and in all areas serving alcohol, including door guards, ticket takers, perimeter control and coverage for all entries and exits.
3. No outside alcohol will be allowed to be brought into any event. No alcohol will be allowed to be taken out of any service & consumption areas or into the parking areas. All soft drink products entering the fairgrounds must be unopened to eliminate the possibility of mixing before entry. Backpacks will be checked.
4. Roving security teams, trained and certified in alcohol awareness, will be deployed inside the venue to interact with guests to identify potential problems. The rovers will monitor the consumption of guests and prevent the passing of beverages to underage patrons. Rovers have the authority to verify the age of suspected offenders as well as cut off or evict any patron visibly intoxicated or someone who has abused the rules.
5. Uniformed Clark County Sheriff's deputies will be utilized at appropriate levels at the grandstand area, Amphitheater and around the fairgrounds to uphold and enforce all liquor laws, identify public intoxication violations and to provide a visual deterrence and added enforcement.
6. Event security begins in the parking lot for each event with security monitoring crowd behavior and eliminating problems before they arrive inside the event. The Clark

County Fair currently employs Coast to Coast security for parking security at all events. No tailgating is allowed in the parking areas.

7. Additionally, teams of Mounted Patrols – horseback security – will roam the parking areas to identify and deter any tailgating activities. The Clark County Mounted Patrol is onsite 24-hours per day and utilizes over 40 riders.
8. Some higher energy or higher attended events may have an expected demographic which may require added security controls such as decreased limits, earlier cut-off times and/or added roaming patrols.
9. The ratio of professional security to event attendance will vary depending on the nature of the event and expected demographic. The Fair maintains a ratio between 1:100 and 1:200 at all times.

C. POLICIES AND PROCEDURES:

The appropriateness of alcohol service in each location will be determined separately for each event taking into consideration the expected age demographic for the attendees, the activity levels of the crowd and the nature of the event itself. 75% of the Clark County Fair patrons are over 21 with an average age of 33 years old.

1. No service to anyone under the age of 21.
2. No service to anyone visibly intoxicated.
3. Limit two (2) drinks per transaction per person.
4. All guests appearing under 40 years old are required to produce a valid I.D. for service.
5. All servers are required to be MAST trained or equivalent and certified with the state.
6. Event security and alcohol consumption monitoring to be performed by trained event security personnel only from approved professional security companies. No volunteers or temporary labor services will be used for security purposes.
7. Uniformed Clark County Sheriff's deputies will be utilized at appropriate levels at the grandstand area, Amphitheater and around the fairgrounds to provide added enforcement and a visual deterrence.
8. Perimeter security, inside roving security and parking lot security to be maintained at appropriate levels at all times during the event.
9. No outside alcohol allowed into the Fair. This includes no open soft drink containers entering the fairgrounds to eliminate the possibility of mixing. No alcohol to be taken out of the Fair to the parking areas.
10. Easily distinguishable colored cups will be used for alcohol and non-alcohol beverages in the following colors and sizes.
 - Domestic Beer Cup (Clear)– 16oz

- Premium Beer Cup (Clear\Greenware)– 16oz
- Wine Cup (Clear) – 9oz
- Small Fountain Soda Cup (Soft Drink Logo) – 21 oz
- Large Fountain Soda Cup (Soft Drink Logo) – 32 oz
- Red Solo Cup – 12oz canned soda outdoors when cans cannot be served
- For outdoor events, when applicable, sodas and bottled water are served in cans and plastic bottles

11. No public tailgating or alcohol allowed in the parking lots before or after any show. (Except within the registered privately owned RV's parked in the official camping areas of the fairgrounds)

12. All alcohol abuses subject to eviction and/or processing by Clark County Sheriffs.

13. Signage relating to alcohol service and control to be highly visible at the event:

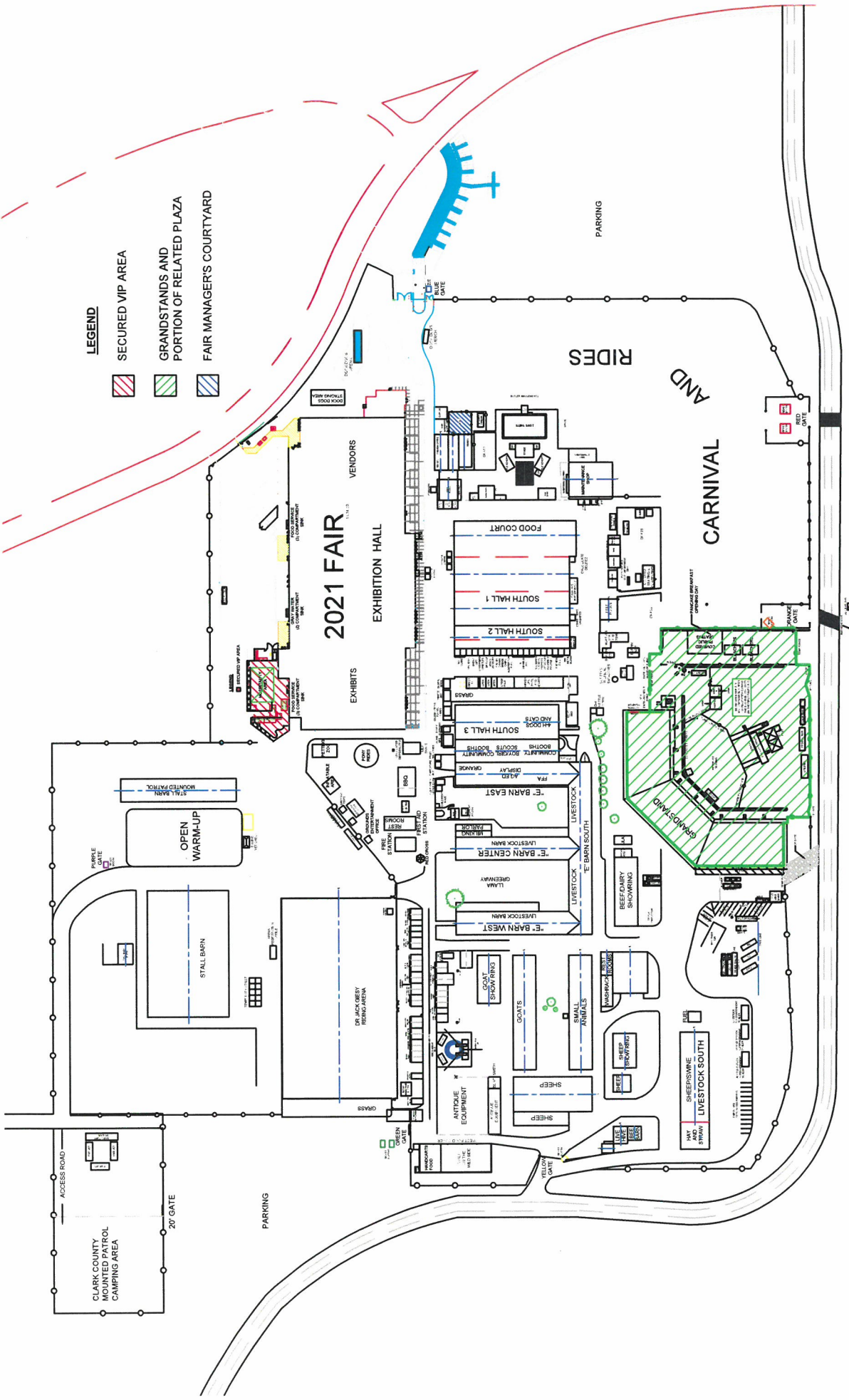
- a. Must be at least 21 years old for service.
- b. No alcohol to be allowed to be taken outside of the event or service area.
- c. Alcohol Service to be concluded before the end of the event.
- d. The venue reserves the right to refuse service.

14. For certain types of events, it may be deemed appropriate to require added security and consumption controls such as decreased limits, earlier cut-off times and/or added roaming patrols.




15. Food and concessions will be offered during all hours of the Fair.

2021 Clark County Fair Service Matrix

TYPE OF SERVICE	VIP AREA/ PRIVATE/CLUB	BEER/WINE GARDEN or SERVICE AREA	SERVICE THROUGHOUT DESIGNATED AREA	HAWKING (MAST trained servers & security)
<i>Professional and Amateur Sporting Events and Entertainment</i>				
<i>Special Events such as Exhibits, Demonstrations & Activities</i>	Beer, wine & spirits may be sold and served in approved private suites, corporate lounges, and club areas	Beer, wine & spirits may be sold and served in designated & secured temporary lounges, beer gardens, and other approved areas (minors must be accompanied by an adult)	Beer & wine may be consumed throughout the seating and service areas (designated and secured event perimeter)	Hawking beer may be served throughout seating areas (lighted house only)
Clark County Fair				
<i>Grandstands (including related service plaza)</i>	X	X	X	
<i>Exhibition Hall</i>	X	X		
<i>South Halls</i>	X	X		
<i>Food Court</i>	X	X		
<i>Food Court plaza</i>	X	X		
<i>Old Admin Courtyard</i>	X	X		
<i>Horse Arena</i>				
<i>Midway</i>				
<i>Livestock areas</i>				
<i>carnival areas</i>				
<i>kids park</i>				



LEGEND

-  SECURED VIP AREA
-  GRANDSTANDS AND PORTION OF RELATED PLAZA
-  FAIR MANAGER'S COURTYARD

2021 FAIR

EXHIBITION HALL

AND RIDES CARNIVAL

CLARK COUNTY MOUNTED PATROL CAMPING AREA

ACCESS ROAD

20' GATE

PARKING

STALL BARN

OPEN WARM-UP

STALL BARN

MOUNTED PATROL

DE JACQ GREY RENOVARENA

ANTIQUE EQUIPMENT

SHEEP

SHEEP

GOATS

GOATS

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

LIVESTOCK BARN

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

GOATS

SHEEPSHINE AND PRINNY LIVESTOCK SOUTH

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

SEED

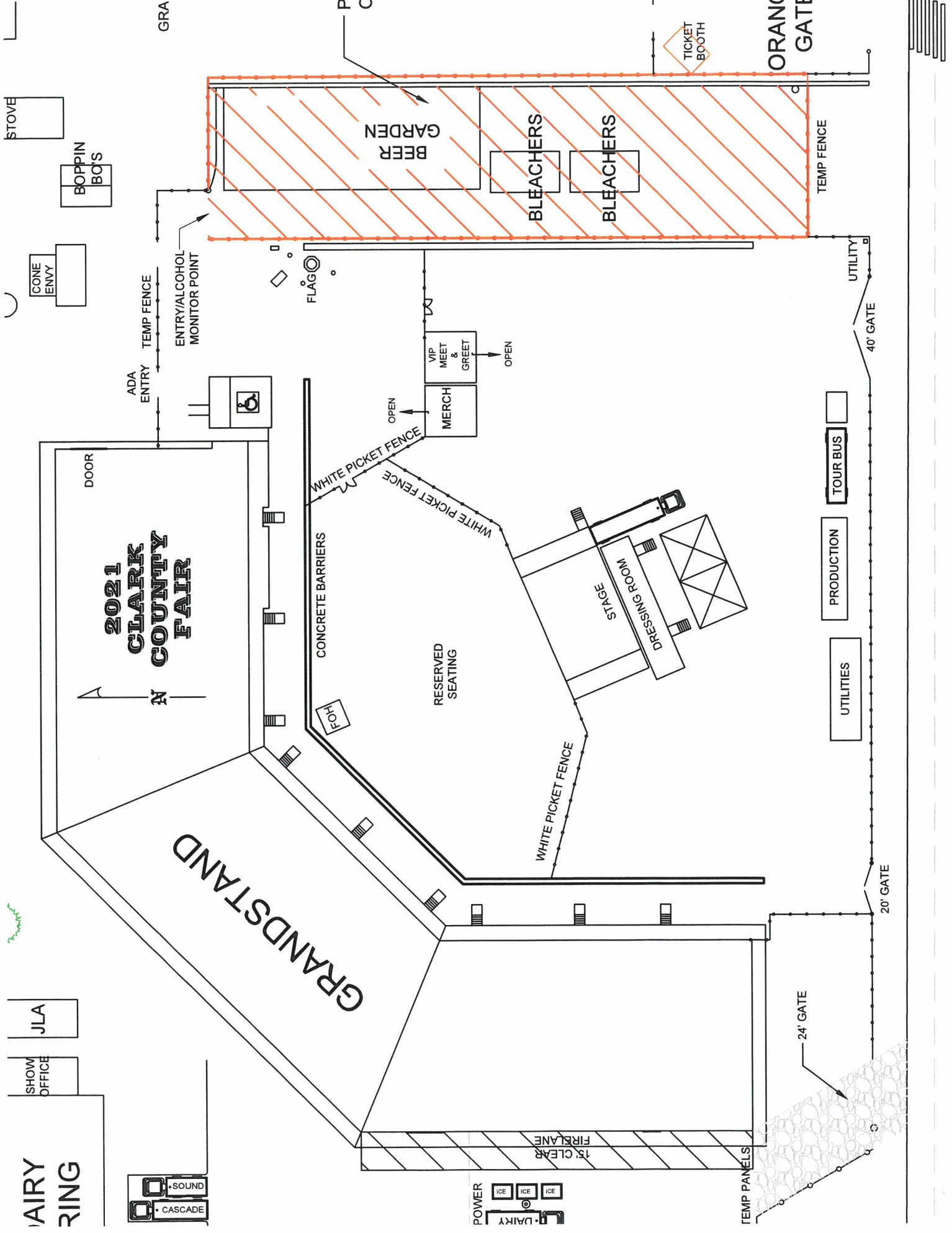
SEED

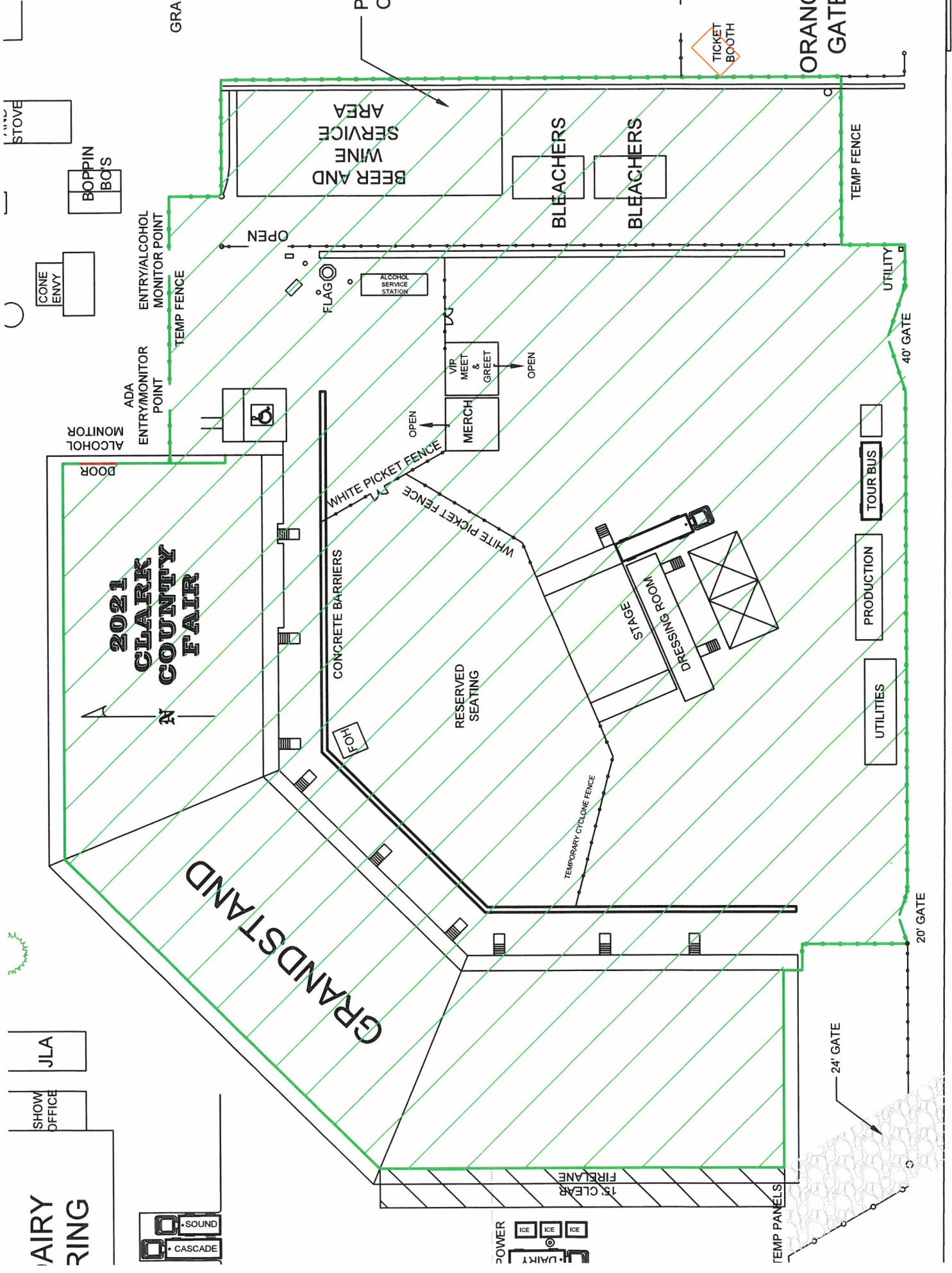
SEED

SEED

SEED

SEED





2021 CLARK COUNTY FAIR

GRANDSTAND

BEER AND WINE SERVICE AREA

BLEACHERS

BLEACHERS

RESERVED SEATING

STAGE

DRESSING ROOM

WHITE PICKET FENCE

WHITE PICKET FENCE

CONCRETE BARRIERS

FOH

FIRLANE 15' CLEAR

ORANGE GATE

24' GATE

20' GATE

TOUR BUS

PRODUCTION

UTILITIES

TEMP FENCE

UTILITY

40' GATE

TEMP PANELS

POWER
ICE ICE ICE

SOUND
CASCADE

AIRY RING

JLA

SHOW OFFICE

STOVE

BOPPIN BC'S

CONE ENVY

ENTRY/ALCOHOL MONITOR POINT

ADA ENTRY/MONITOR POINT

ALCOHOL MONITOR

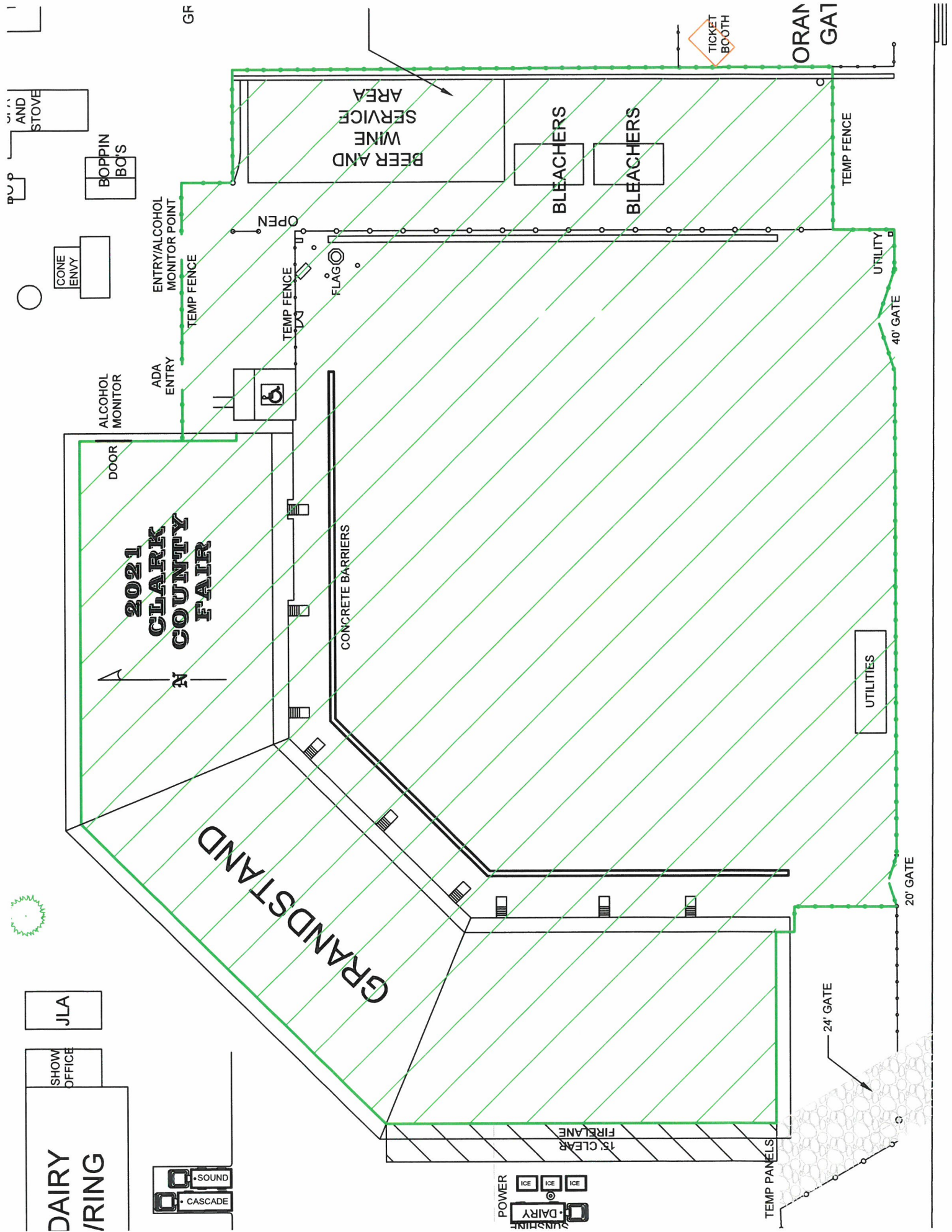
DOOR

GRA

P C

TICKET BOOTH





**2021
CLARK
COUNTY
FAIR**

GRANDSTAND

BEER AND
WINE
SERVICE
AREA

BLEACHERS

BLEACHERS

ORANGE
GATE

TICKET
BOOTH

TEMP FENCE

ENTRY/ALCOHOL
MONITOR POINT

TEMP FENCE

OPEN

TEMP FENCE

FLAG

UTILITY

40' GATE

ALCOHOL
MONITOR

ADA
ENTRY

DOOR

CONCRETE BARRIERS

UTILITIES

20' GATE

24' GATE

TEMP PANELS

15' CLEAR
FIRLANE

SUNSHINE
DAIRY
POWER
ICE ICE
ICE

CASCADE
SOUND

DAIRY
RING

SHOW
OFFICE

JLA

PUMP
AND
STOVE

BOPPIN
BOYS

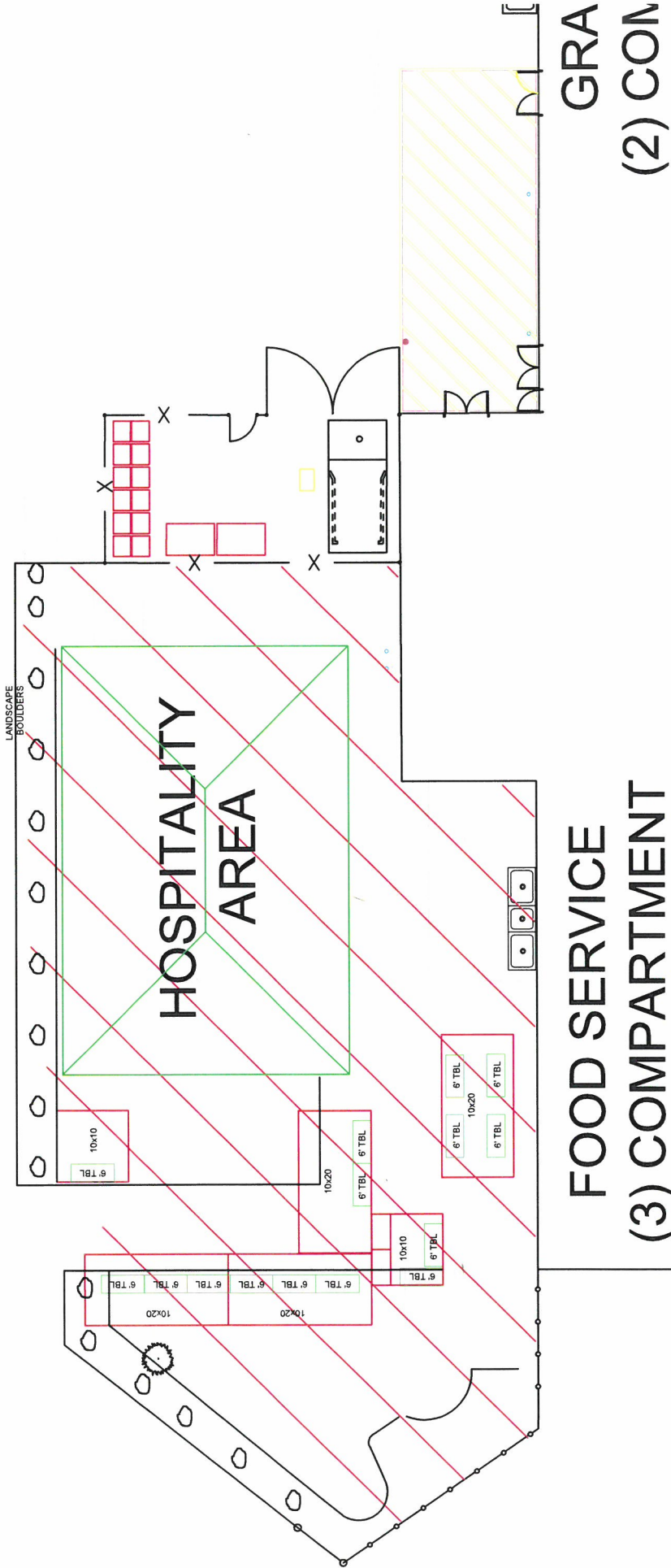
CONE
ENVY

GF

**2021
CLARK
COUNTY
FAIR**

LEGEND

 SECURED VIP AREA





TICKETS

PREMIUM OFFICE

⊕

FAIR
MANAGER'S
COURTYARD

C-TRAN

⊕

⊕

TICKETS

GRASS

GRASS

SECURITY
TRAILER



**SPORTS & ENTERTAINMENT FACILITY LICENSE
CLARK COUNTY EVENT CENTER
OPERATING PLAN
(WAC 314-16-270)**

The Clark County Event Center hosts a wide range of community, regional, national, professional and amateur events providing a significant economic and social impact for Clark County. Each year nearly half-a-million people participate in events totaling more than 230 event days among the Event Center's various facilities.

The highest possible guest services and public safety remain the Event Center's primary concerns associated with every event. The Event Center maintains an exemplary record of responsible alcohol service and is committed to preventing alcohol abuses, over serving patrons, service to anyone under 21 years of age, and service to any guest appearing to be intoxicated. To that end, the following plan details the aspects of alcohol service, security and procedures for the various events at the Event Center as it relates to the responsible service of alcoholic products at various events:

- A. Facilities and Summary of Events of the Clark County Event Center**
- B. Clark County Fair Summary**
- C. Service**
- D. Security**
- E. Policies and Procedures**
- F. Venues diagram**
- G. Service Matrix**

A. FACILITIES AND EVENTS OF THE CLARK COUNTY EVENT CENTER:

The Clark County Event Center is an entertainment complex that hosts a wide variety of events throughout the year incorporating 7 separate sports and entertainment facilities. Events may use one or multiple facilities including the Exhibition Hall, Jack Giesy Arena, Grandstands and South Halls.

Specific levels of alcohol service and appropriate management will be determined on a case by case basis per the approved operating plan depending on the nature and demographics of each event.

The facilities of the Event Center include:

- **Exhibition Hall: 100,000 sq.ft. of exhibition, assembly, entertainment space.**
Events include: Trade Shows, Consumer Shows, Concerts, Banquets, Festivals, Assemblies, Professional & Amateur Sporting Events – boxing, wrestling, gymnastics, etc.
- **Jack Giesy Arena: 75,000 sq.ft. multi-purpose equestrian and sports arena.**
Events include: Professional & Amateur events: Horse Shows, Circuses, Rodeos, Motocross, Dog Shows.
- **Grandstands: 9,000 seat concert venue; 7,500 seat outdoor sporting venue.**
Events include: Professional & Amateur events: Concerts, Festivals, Monster Truck Thrill Shows, Demolition Derby, Rodeos, Motocross, Extreme Sport Events.
- **South Halls 1, 2 & 3: 50,000 sq.ft. of commercial exhibition & entertainment space.**
Events include: Auctions, Dog Shows, Trade Shows, Commercial Exhibits, Swap Meets.

The following is a summary of the **average yearly events** at the Clark County Event Center:

Total Event Days: 231
Total Attendance: 450,524

Breakdown:	Event Days	Attendance
Clark County Fair (all facilities utilized)	10	253,846
Exhibition Hall	63	168,499
Jack Giesy Arena	122	19,710
Misc. Grounds Events	36	8,469
Totals:	231	450,524

B. CLARK COUNTY FAIR SUMMARY:

The Clark County Fair is the major event that occurs at the Event Center and consists of world-class professional and amateur entertainment, concerts, sporting events, activities, exhibits, vendors, all types of food and commerce. It is a cross-section of all demographics and a huge community asset with a very positive history. The Fair has a separate Operating Plan for its event.

C. SERVICE:

Specific levels of alcohol service and management will be determined on a case by case basis per the approved operating plan depending on the nature and demographics of each event. Designated and secured service areas or venues will be maintained for all events where alcohol is to be served.

1. All service to be handled professionally by a qualified company with a long standing history of trained and certified servers and bartenders.
2. All servers are required to be licensed with the state and MAST trained (or equivalent) in alcohol service and awareness: Class XII license. State mixology permit.
3. No service to anyone under 21 years of age or those showing any visible signs of intoxication.
4. I.D. checks will be performed at all points of sale for every transaction.
5. Wristband stations may be utilized to require all persons over 21 to produce valid I.D. to receive a non-transferable wristband before they are eligible to purchase and consume alcohol in specified areas or at certain events.
6. No alcohol will be allowed out of the venue, beer garden or service areas depending on service.
7. No alcohol will be allowed to be brought into an event. Search procedures at the gates or doors will be incorporated at many events as appropriate. Soft drink products entering the Event Center must be unopened to eliminate the possibility of mixing before entry.
8. No tailgating in the parking areas will be allowed.
9. Clark County Event Center endorses and supports, is that any guest appearing under 40 years old is required to show a valid I.D. for every transaction.
10. Limit two (2) drinks per transaction per person.
11. Service and consumption areas to remain lit at all times to accommodate I.D. checks and the monitoring of proper consumption. Any event wishing to utilize a darkened house will need separate prior approval from the Local Authority and the WSLCB.

12. Alcohol service will be terminated at a time significantly prior to the conclusion of each event as deemed appropriate. Such as: End of the third quarter at a sporting event, the conclusion of intermission at a concert, an hour before the conclusion of a consumer show, etc.
13. During events where alcohol sales are deemed appropriate, the nature of the event, risk and activity level of the crowd, and demographics of the expected attendance may dictate added controls on service, such as distribution from an enclosed beer garden, lower drink limits, and greater security presence.
14. The ratio of servers to event attendance will vary significantly on the type of event, the logistics of the venue, and the demographics of the attendance. At no time will the ratio of servers to guests be less than 1 to 100.
15. Food and concessions will be offered during all events where alcohol is to be sold. All food service prepared and distributed by trained and health code certified food handlers.
16. Signage relating to alcohol service to be highly visible at the event and service areas:
 - a. Must be at least 21 years old for service.
 - b. No alcohol to be allowed to be taken outside of the event or designated service area.
 - c. Alcohol Service to be concluded before the end of the event. (state specific time or point in program)
 - d. The venue reserves the right to refuse service.
17. Patrons showing signs of intoxication will not be served. Where possible, intoxicated patrons will be put in the care of other sober individuals in their party who will have the responsibility to take them home. Where no responsible party exists, alternate transportation will be arranged for them such as a taxi service.
18. All alcohol abuses and infractions are subject to citation and/or eviction and will be forwarded to any on-site uniformed police to determine appropriate action.

D. SECURITY:

Clark County Event Center is committed to the prevention of abuses of alcohol including underage drinking and overconsumption. All appropriate steps will be taken to not allow any outside alcohol to be brought into an event as well as deny any alcohol to be taken out.

1. All event security services to be performed only by professionally trained security companies and personnel. (Volunteers are not acceptable for this function) A list of approved event security companies can be found on the Event Center website at www.clarkcoeventcenter.com listed under "Event Planning & Promoter Resources."
2. Strict perimeter control will be maintained during all events serving alcohol, including fencing, door guards, ticket takers, and coverage for all entries and exits.

3. All patrons wishing to be served and consume alcohol must provide a valid I.D. at all points of sale. Non-transferable wristbands may be utilized at certain events for added control of consumption.
4. No outside alcohol will be allowed to be brought into any event. No alcohol will be allowed to be taken out of any event or in the parking lot.
 - a. If service is to be confined to a beer garden, strict perimeter and access control will be maintained to assure all alcohol stays inside the controlled garden and only those 21 or older may enter.
 - b. If service and consumption is allowed in seating and concourse areas, strict perimeter control will be maintained around the venues to assure all alcohol remains inside the controlled event area.
5. Appropriate levels of Roving Security, trained and certified in alcohol awareness, will be deployed inside the venue, beer garden or service area to interact with guests and to identify potential problems. The rovers will monitor the consumption of guests and prevent the passing of beverages to underage patrons. Rovers have the authority to verify the age of suspected offenders as well as cut off or evict any patron visibly intoxicated or someone who has abused the rules.
6. For many events, uniformed Clark County Sheriff's deputies will be utilized at appropriate levels to uphold and enforce all liquor laws, public intoxication and to provide a visual deterrence and added enforcement.
7. All alcohol abuses and infractions will be forwarded to uniformed police to determine appropriate action.
8. Event security begins in the parking lot for each event with security monitoring crowd behavior and eliminating problems before they reach inside the event. Tailgating is not allowed in the parking areas for any event.
9. The type of event including expected crowd activity levels and age demographics will determine whether or not alcohol is offered during each event and the appropriate levels of service. Some events where alcohol sales are deemed appropriate may require added security controls such as service from an enclosed beer garden, lower drink limits or added security personnel.
10. For some events, areas within the secured event perimeter may be designated and maintained as "Alcohol-Free Zones." This is meant as a responsible internal control to further limit alcohol access and its advertising to minors and to create areas within an event to be comfortable for the non-drinking public.
11. Patrons showing signs of intoxication will not be served. Where possible, intoxicated patrons will be put in the care of other sober individuals in their party who will have the responsibility to take them home. Where no responsible party exists, alternate transportation will be arranged for them such as a taxi service.
12. The ratio of security to event attendance will vary greatly depending on the nature of the event. Smaller private events could have a ratio of 1 security for every 10 in attendance. Most events will have a ratio between 1:25 and 1:150.

E. POLICIES AND PROCEDURES:

The appropriateness of alcohol service will be determined separately for each event taking into consideration the expected age demographic for the attendees, the activity levels of the crowd and the nature of the event itself. Specific detailed plans for alcohol service and control for all events, including the fair, will be developed in cooperation and with the approval of the local liquor enforcement agency.

1. No service to anyone under the age of 21.
2. No service to anyone visibly intoxicated.
3. Limit two (2) drinks per transaction per person.
4. All guests appearing under 40 years old are required to produce a valid I.D. for service.
5. All servers and wristband station personnel are required to be MAST trained or equivalent and certified with the state.
6. Non-transferable wristbands may be used for added consumption controls.
7. Event security to be performed only by trained event security personnel and only from approved professional security companies. (Volunteers are not appropriate for this task) MAST training or equivalent required.
8. Perimeter security, inside roving security and parking lot security to be maintained at appropriate levels during all events.
9. No outside alcohol allowed into any event. No alcohol to be taken out of any beer garden, venue or service area.
10. No public tailgating or consumption of alcohol allowed in the parking lots before or after any show. (Exception within registered RV's parked in official camping areas designated for specific events)
11. Signage relating to alcohol service to be highly visible at the event:
 - a. Must be at least 21 years old for service.
 - b. No alcohol to be allowed to be taken outside of the event or service area.
 - c. Alcohol Service to be concluded before the end of the event.
 - d. The venue reserves the right to refuse service.
12. It may be deemed appropriate to control alcohol service from an enclosed beer garden for certain events or require additional controls, such as reduced drink limits, earlier cut-off times or increased security presence.
13. Food and concessions will be offered during all events where alcohol is to be served.

14. All alcohol abuses subject to citation and/or eviction and will be turned over to Clark County Sheriff's to determine appropriate course of action.
15. Patrons showing signs of intoxication will not be served. Where possible, intoxicated patrons will be put in the care of other sober individuals in their party who will have the responsibility to take them home. Where no responsible party exists, alternate transportation will be arranged for them such as a taxi service.

F. VENUES DIAGRAM:

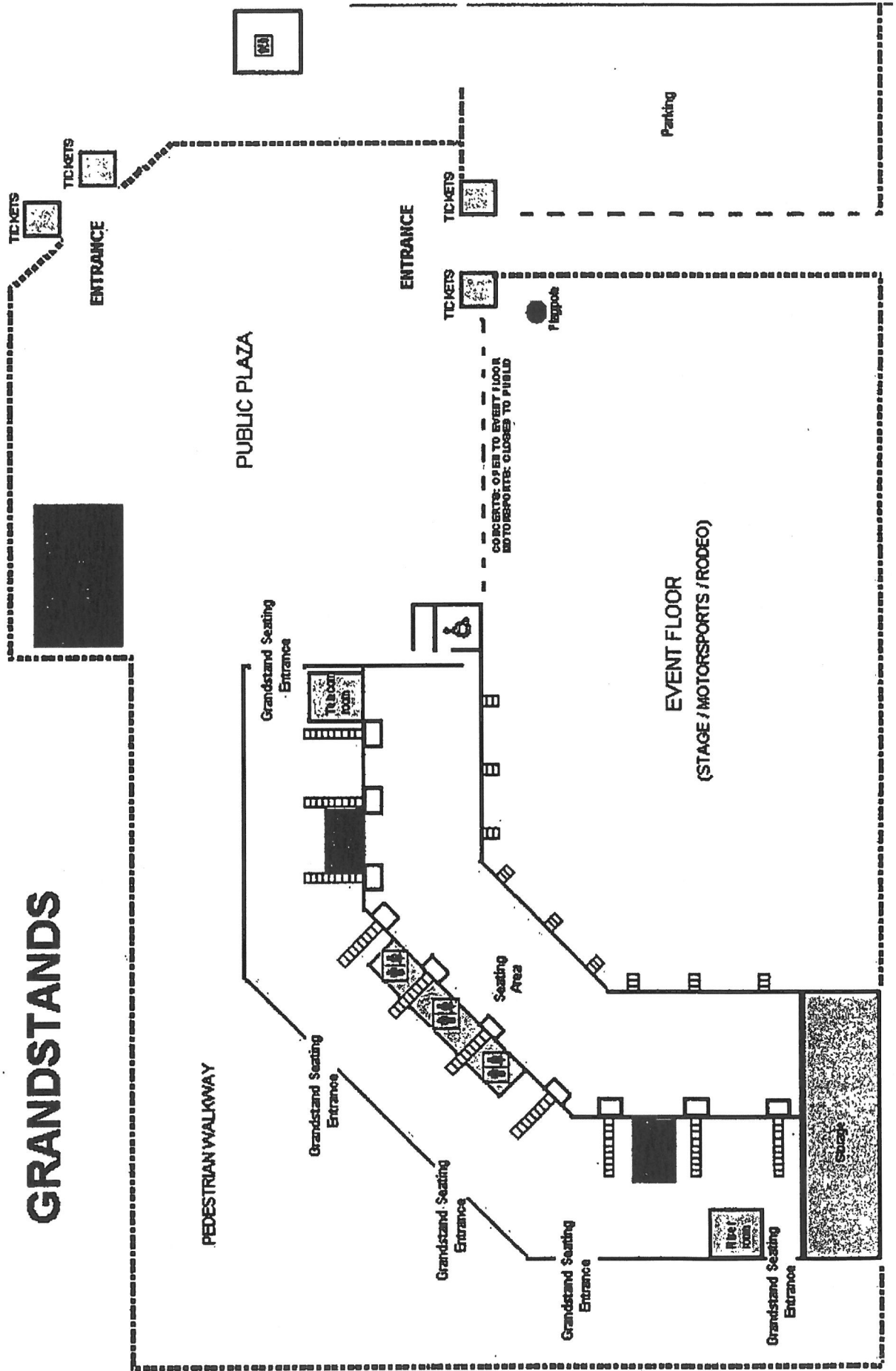


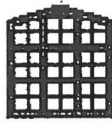
G. SERVICE MATRIX:

		VIP/PRIVATE/CLUB	BEER GARDEN	DESIGNATED SEATING AND SERVICE AREA	HAWKING
		beer, wine & spirits sold and served in approved private suites, corporate lounges, and club areas	beer, wine & spirits sold and served in temporary lounges, beer gardens or other approved areas	beer & wine may be consumed throughout the seating & service areas during events	Hawking - beer may be served throughout seating areas subject to provisions of WAC314-02-058
Professional Sporting Events				(House Lit)	
<i>boxing/MMA,</i>	ExHall	X	X	X	
<i>motorsports, pro</i>	Grandstands	X	X	X	
<i>rodeo, & others</i>	Arena	X	X	X	
<i>(service determined case by case)</i>					
Amateur Sporting Events					
<i>non-paid athletes,</i>	ExHall	X	X		
<i>sanctioned by</i>	Grandstands	X	X		
<i>amateur athletic org</i>	Arena	X	X		
<i>(service determined case by case)</i>					
Entertainment Events				(House Lit)	
<i>concerts, comedy,</i>	ExHall	X	X	X	
<i>other professional</i>	Grandstands	X	X	X	
<i>entertainment acts</i>	Arena	X	X		
	Amphitheater	X	X	X	
Special Events				(House Lit)	
<i>Conventions, Trade</i>	ExHall	X	X	X	
<i>Shows, other large</i>	Grandstands	X	X	X	
<i>public/private event</i>	Arena	X	X		
		X	X	X	

Fairgrounds Site Management Group, and the Clark County Fair Association are all committed to the appropriate, responsible and safe service of alcohol for all events. The Event Center maintains an exemplary safety record and works very closely with local liquor enforcement officers to maintain appropriate alcohol management procedures.

GRANDSTANDS





CLARK COUNTY EVENT CENTER *at the Fairgrounds*

EQUESTRIAN ARENA

