



REQUEST for PROPOSAL #901
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, AUGUST 7, 2024

DUE DATE: WEDNESDAY, SEPTEMBER 11, 2024 by 1:30 pm

Request for Proposal for:

**CLARK COUNTY FAIR and EVENT CENTER CONCESSIONS SERVICE
PROVIDER**

SUBMIT:

One (1) Original

Three (3) 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:

Amy DeShazer
Managing Director of Events
Fairgrounds Site Management Group
amy.deshazer@cceventcenter.org
564-397-6126

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 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 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 [_](#) 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 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 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 Clark County. 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

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Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The purpose of this RFP is to contract for year-round concessions (food and non-alcoholic beverages) services for the Clark County Event Center at the Fairgrounds and the annual Clark County Fair for a period of three years.</p> <p>The concessions services during year-round events held at the Clark County Event Center will be the exclusive right of the service provider selected by this RFP. The service provider will be responsible for arranging for all food and non-alcoholic beverage services for the events at the Clark County Event Center at the Fairgrounds. This includes events held in the Exhibition Hall, as well as events held in other outdoor buildings, in the parking lots, and elsewhere on the grounds.</p> <p>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%).</p> <p>Proposers are invited to include services in their proposal in addition to the services requested in this RFP and that they feel are compatible and would complement existing uses (catering, etc.).</p> <p>A plan for enhancement of facilities and improvement of services should be outlined and include estimated capital improvement funds offered.</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://mrscrosters.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>Clark County 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 Clark County.</p>
2. Background	<p>The Clark County Event Center has attracted a wide range of clients for events such as gymnastics meets, trade shows, toy and train shows, garage and vintage sales, sporting events, car shows, computer gaming events, political conventions, dog shows, and horse shows. In addition, the Event Center hosts a wide range of private banquets, wedding receptions, celebrations of life, and quinceañeras. See Attachment F for a sample schedule of annual events. Events may change from year to year.</p> <p>Large events are held in the Exhibition Hall, which includes two built-in concession stands. Other events take place in smaller buildings that are not climate-controlled, the Dr. Jack Giesy Equestrian Arena, or in the parking lots and other areas on the grounds. Locations outside of</p>

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	<p>the Exhibition Hall do not have food service areas, but can be serviced by temporary food tents and food trucks.</p> <p>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 Grandstands. In 2024, the entertainment schedule starts with three nights of concerts, followed by two days of bull riding and rough stock rodeo, and closing with five days of motorsports events such as demolition derby, tough trucks, and monster trucks. The concerts start at approximately 7:00 pm with a 90-minute show. The other seven days of the Fair have two shows each day, at 2:00 pm and 7:00 pm.</p> <p>Gross annual sales of food and non-alcoholic beverages during the 2023 calendar year totaled approximately \$125,000 in the concession stands located within Exhibition Hall A and Exhibition Hall C. In addition, subcontractors operating both inside the Exhibition Hall and at other locations on the grounds reported additional gross annual sales of approximately \$145,000.</p> <p>The service provider selected by this RFP will not be responsible for the sale of alcoholic beverages. Instead, the sale of alcoholic beverages will be provided by a separate contract. The service provider selected by this RFP will work in cooperation with the alcohol service provider to provide the food requirements when necessary for events desiring alcohol service.</p> <p>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 services for the amphitheater. The amphitheater has first right to parking and traffic flow from May 1 through September 30 each year, other than during the annual Fair. Thus, the Clark County Event Center has a primary season of October 1 through April 30. However, some shows may be booked during the amphitheater season.</p>
3. Scope of Project	<p>It is the goal of Fairgrounds Site Management Group (FSMG) to have a concessions services provider that has excellent service history, competitive prices, and a menu that provides flexibility based upon the needs of each event. FSMG desires a provider who will view their relationship as a partnership, and actively assist FSMG management in providing quality, affordable service to our clients.</p> <p>The service provider selected by the RFP will cooperate with the staff at the Clark County Event Center to determine the food and beverage service required for each of their upcoming events. The service provider will then arrange for that service by either staffing the event directly or coordinating additional subcontractors to provide services.</p>
4. Project Funding	<p>This project will be funded by direct sales to the consumer. The total amount will be variable and based upon the annual sales volume of public events.</p>
5. Title VI Statement	<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>

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	<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>																
<p>6. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 525 1511 1024"> <tr> <td>Pre-submittal Meeting</td> <td>Wednesday, August 28, 2024</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>Wednesday, September 4, 2024</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>Friday, September 6, 2024</td> </tr> <tr> <td>Proposals Dues</td> <td>Wednesday, September 11, 2024</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>September 11, 2024 – September 18, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>September 27, 2024</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>September 27, 2024 – October 11, 2024</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>January 1, 2025</td> </tr> </table>	Pre-submittal Meeting	Wednesday, August 28, 2024	Deadline for Questions and Answers	Wednesday, September 4, 2024	Final date for Addendum, if needed	Friday, September 6, 2024	Proposals Dues	Wednesday, September 11, 2024	Proposal Review/Evaluation Period	September 11, 2024 – September 18, 2024	Selection Committee Recommendation	September 27, 2024	Contract Negotiation/Execution	September 27, 2024 – October 11, 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>The service provider selected by this RFP will provide all product, labor, tools, and equipment necessary for the satisfactory completion of the contract.</p> <p>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 is also responsible for maintaining an insurance policy with the limits found in Section IB Paragraph 10.</p> <p>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.</p> <p>Menu should offer a variety of food and beverage choices. Consideration should be given to the hours, location, and type of event when developing the menu items. Items sold, including non-alcoholic beverages and food items, will be of top quality and must conform in all respects to all applicable Federal, State, and County health laws. Food must be handled with all due regard to</p>

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	<p>sanitation and food handling procedures. No adulterated or misbranded items shall be offered for sale.</p> <p>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. The 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.</p> <p>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.</p> <p>FSMG reserves the right to request certain brand items in order to meet sponsor requirements.</p> <p>During events outside of the Exhibition Hall, the service provider will be responsible for coordinating sufficient temporary food vendors or mobile food trucks to provide for the needs of the events. The service provider will be completely responsible for vetting subcontractors, supervising their operations, reconciling food sales, and providing commissions reports to the management team of FSMG.</p> <p>The selected service provider will be responsible for ensuring adequate nutritious food is being served to comply with all Washington State Liquor and Cannabis Board laws and guidelines during events with alcohol service. This can be performed by the service provider using their own resources or by bringing in an outside caterer who complies with all County health permits or by using contracted food carts or food trucks.</p> <p>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 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.</p> <p>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.</p>
<p>2. County Performed Work</p>	<p>The County provides routine maintenance for the building and grounds at the Clark County Event Center. Maintenance of cooking equipment and personal belongings, as well as the costs to repair any damages caused by the actions of the service provider or their employees or by negligence on the part of the service provider will be the responsibility of the service provider.</p>
<p>3. Deliverables & Schedule</p>	<p>The selected service provider will begin providing all concessions services at the Clark County Event Center at the Fairgrounds on January 1, 2025.</p> <p>Service provider 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.</p>

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	<p>Auditing or monitoring for the following purposes will be conducted at the discretion of FSMG: fund accountability, contract compliance, and program performance.</p>
4. Place of Performance	<p>Performance will take place at the Clark County Event Center at the Fairgrounds and the annual Clark County Fair in the Hall A and Hall C concession stands. Occasionally events held in other buildings or elsewhere on the grounds at the Clark County Event Center at the Fairgrounds will request concessions services that can be provided by food trucks or mobile food vendors. In addition, events held in the Dr. Jack Giesy Equestrian Arena will occasionally request concessions services that can be provided by food trucks or mobile food vendors.</p> <p>The Exhibition Hall is complete and contains approximately 97,200 square feet of exhibit space in the 112,000-square-foot building. Two air walls allow the Exhibition Hall to be divided into six different configurations, ranging from 21,600 square feet to 97,200 square feet.</p> <p>The service provider will utilize the two operating concession stands to perform services, one in Hall A and another in Hall C. The concession stand in Hall A has been remodeled to allow full cooking and frying capabilities. The concession stand in Hall C does not contain the proper hood and ventilation system to allow for full cooking and frying capabilities. Each concession stand has adequate refrigerators, freezers, ovens, and soda dispensing machines. The Hall A concession stand has walk-in refrigerators and freezers for cold storage, as well as a walk-in room for dry storage.</p> <p>In addition, the service provider may make use of the roll-up window and the small concession area in Hall B to service events held in Hall B that have requested food and beverage options. This will be coordinated on a case-by-case basis.</p> <p>Other than the Exhibition Hall concession stands, storage is not provided. Additional storage space will require written permission and 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.</p>
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for a period of three (3) years and is intended to begin on January 1, 2025 and end December 31, 2027.</p> <p>The total estimated value of the contract over the three-year contract period is \$375,000.</p> <p>FSMG reserves the right to extend the contract resulting from this RFP for a period of three (3) 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. Value of 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 sixty (60) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in FSMG'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>

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	<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 FSMG 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>
<p>7. Debarred/Suspended</p>	<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>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>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.</p>
<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. Waiver of Subrogation All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against FSMG, Clark County Event Center, Clark County Fair and Clark 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 FSMG, Clark County Event Center, Clark County Fair and Clark</p>

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County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

C. Worker's Compensation

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

D. 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 \$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.

E. 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 \$2,000,000. 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 Work. The deductible will not be more than \$10,000 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. FSMG, Clark County Event Center, Clark County Fair and Clark County needs to be listed as additional insured.

F. 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.

G. Additional Insured

FSMG, Clark County Event Center, Clark County Fair and 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 FSMG. The contractor shall provide FSMG 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.

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

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11. Plan Holders List	<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 FSMG by proposers not included on the Plan Holders List may be considered non-responsive.
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Request for Proposal #901
Clark County Fair & Event Center Concessions Service Provider

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	<p>A pre-submittal meeting and site tour will take place on Wednesday, August 28, 2024 at 2:00 pm. This will take place at the Clark County Event Center at the Fairgrounds, 17402 NE Delfel Rd, Ridgefield, WA 98642. Check in at the Administration Office.</p> <p>The purpose of this pre-submittal meeting is to provide potential proposers the opportunity to tour the site and to ask any questions on items in the RFP that they feel need clarification.</p>
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 Wednesday, September 4, 2024 by 3:00 pm.</p> <p>An addendum will be issued no later than Friday, September 6, 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, <u>excluding</u> 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>

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	<p>For purposes of review and in the interest of the County, the County encourages 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 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> <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, may be included with each copy unless otherwise specified.</p>
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	Describe your company organizational structure. Introduce your staff (names are not necessary) and their level of experience.
3. Management Approach	Describe how you would serve the event promoters and attendees at the Clark County Event Center and the Clark County Fair.
4. Respondent's Capabilities	<p>Provide a summary of each of the following:</p> <ul style="list-style-type: none"> • Your business history and event experiences • Your core competencies and achievements • Your staff experience • Your financial proposal • Your capital investments and the equipment needed to perform service • A statement of financial position or a cash flow statement for the most recent fiscal year <p>Provide at least two references from events or venues at which you have provided services in the past.</p>
5. Project Approach and Understanding	Describe how you intend to fulfill the obligations of the concessions service provider at the Clark County Event Center. Include sample menus with pricing.
6. Proposed Cost	Provide a detailed proposal for revenue sharing to include percentages on revenues for food and non-alcoholic beverages.

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Clark County Fair & Event Center Concessions 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 and to the Board of Directors of Fairgrounds Site Management Group prior to the consent process.												
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="402 653 1419 1031"> <tr> <td>Proposal Approach / Quality</td> <td>10</td> </tr> <tr> <td>Previous Experience / Work History</td> <td>25</td> </tr> <tr> <td>Product Offerings and Pricing</td> <td>30</td> </tr> <tr> <td>Revenue Sharing</td> <td>25</td> </tr> <tr> <td>References</td> <td>10</td> </tr> <tr> <td style="text-align: right;">Total Points</td> <td>100</td> </tr> </table>	Proposal Approach / Quality	10	Previous Experience / Work History	25	Product Offerings and Pricing	30	Revenue Sharing	25	References	10	Total Points	100
Proposal Approach / Quality	10												
Previous Experience / Work History	25												
Product Offerings and Pricing	30												
Revenue Sharing	25												
References	10												
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 the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County 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 the 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	Contract negotiations will be completed following the evaluation and scoring period. FSMG intends to complete the negotiations by October 11, 2024.												

**Request for Proposal #901
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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 the 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 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.

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Clark County Fair & Event Center Concessions 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, 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

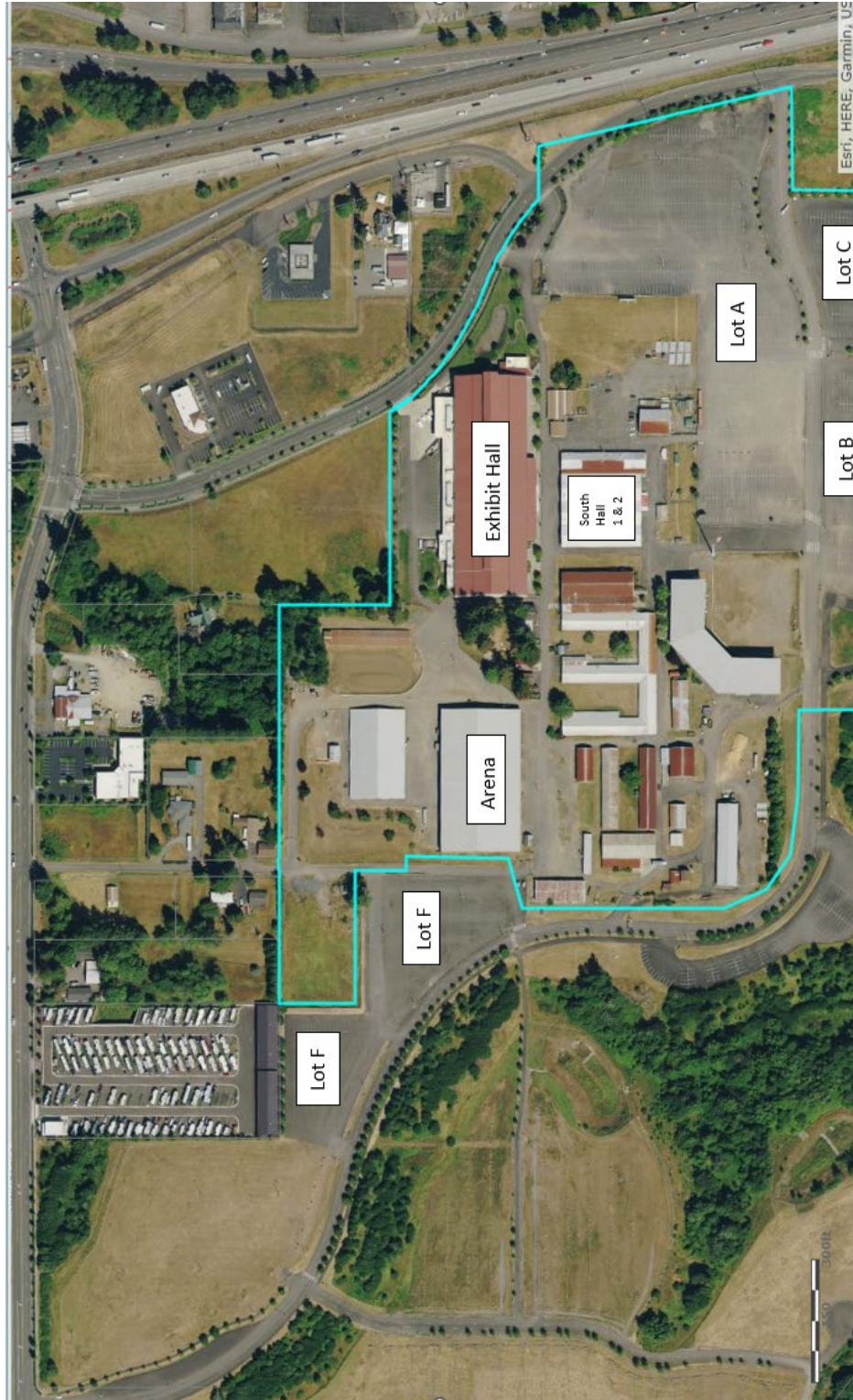
Signature of Authorized Representative

Date

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

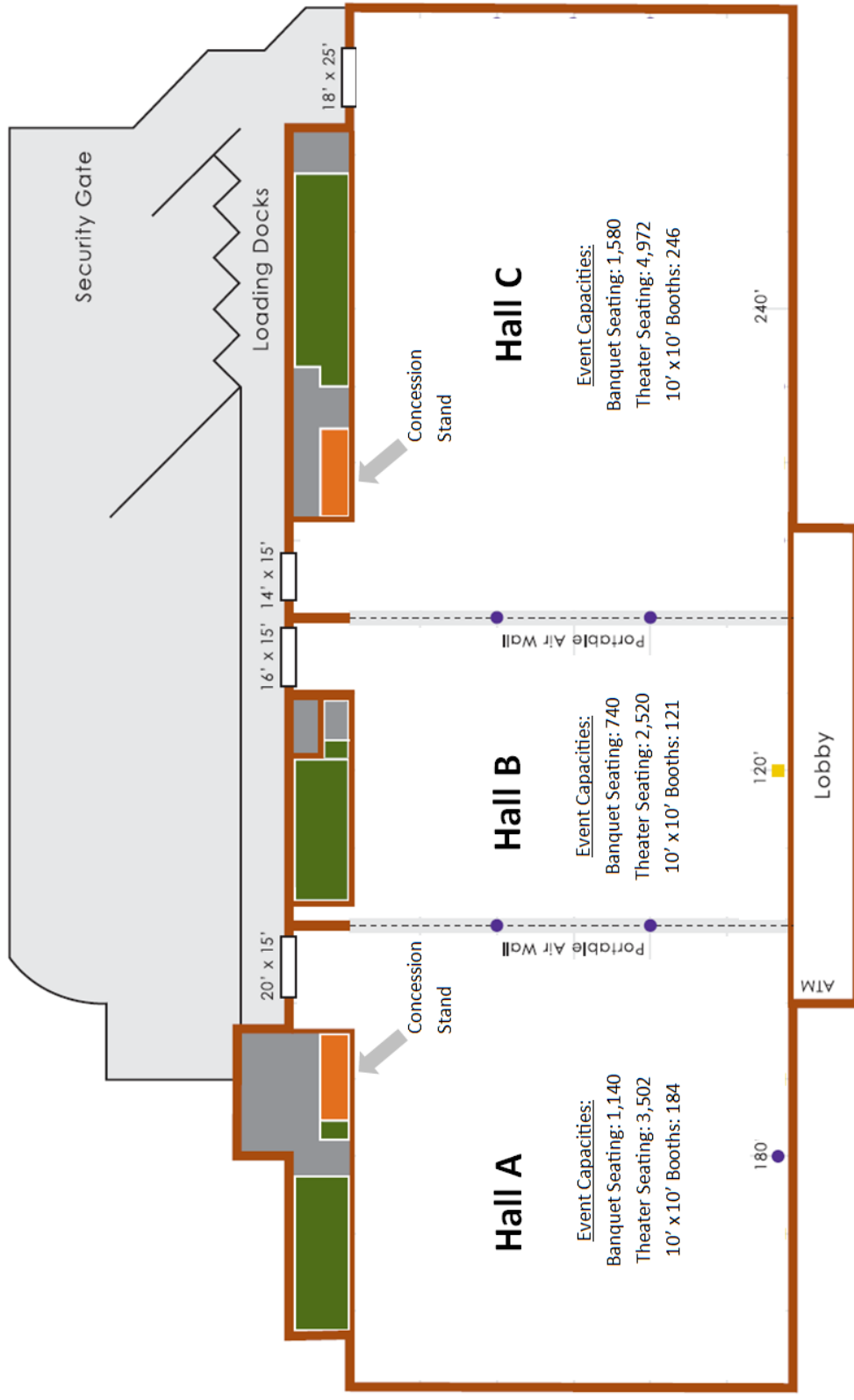
**Request for Proposal #901
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Attachment D: Clark County Event Center at the Fairgrounds Site Map



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Attachment E: Exhibition Hall Floor Plan



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Attachment F: Sample Annual Event Schedule

Event Type	Event Days	Location	Food and Beverage Provided
January			
Gymnastics Meet	Friday - Sunday	Halls A & B	Hall A + Food truck
Gun Show	Saturday - Sunday	Hall C	None
Dog Agility Trials	Friday - Sunday	Arena	None
Trade Show	Tuesday - Thursday	Halls B & C	Hall C + Food truck
Swim Spa Sale	Friday - Sunday	Hall A	None
Train Show	Saturday - Sunday	Hall C	Hall C
Swim Spa Sale	Friday - Sunday	Hall A	None
Cheerleading Competition	Saturday	Halls B & C	Hall C + Food truck
Swap Meet	Sunday	Halls B & C	Hall C

February			
Political Convention	Saturday	Hall B	Caterer
Dog Agility Trials	Friday - Sunday	Arena	None
Fashion Show	Saturday	Hall A	None
Swim Spa Sale	Friday - Sunday	Hall B	None
Horse Show	Saturday - Sunday	Arena	Food trucks
Private Banquet	Saturday	Hall A	Caterer
Swim Spa Sale	Friday - Sunday	Hall B	None
Barrel Race	Saturday - Sunday	Arena	Food truck
Private Meeting	Monday	Hall C	Caterer
Private Banquet	Saturday	Hall A	Caterer
Horse Show	Saturday - Sunday	Arena	Food truck
Driver Training	Monday	Lot C	None

March			
Dog Show	Saturday - Sunday	Halls A, B & C	None
Gun Show	Saturday - Sunday	Hall B	None
Toy Show	Saturday	Hall C	Hall C
Horse Show	Saturday - Sunday	Arena	Food trucks

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Gymnastics Meet	Friday - Sunday	Hall A	Hall A + Food trucks
Policital Convention	Saturday	Hall B	Caterer
Cornhole Tournament	Friday - Sunday	Hall C	Hall C + Alcohol
Dog Show	Saturday - Sunday	So Hall 1 & 2	None
Dog Agility Trials	Friday - Sunday	Arena	None
Volleyball Tournament	Saturday - Monday	Halls A,B,C	Hall A, C + Food trucks
Poultry Show	Saturday	South 1	None
Horse Show	Saturday - Sunday	Arena	Food trucks
Driver Training	Thursday	Lot C	None
RV Show	Thursday - Sunday (11 days)	Lower Lot A	None

April			
Quilt Show	Thursday - Saturday	Halls A & B	Hall A
Computer Gaming	Thursday - Sunday	Hall C	Food truck
Dog Show	Friday - Saturday	South 1	None
Horse Show	Saturday - Sunday	Arena	Food trucks
Private Meeting	Tuesday	Hall B	None
Religious Prayer Meeting	Wednesday	Hall A	None
Volleyball Tournament	Saturday - Sunday	Halls A,B,C	Hall A, C + Food trucks
Dog Agility Trials	Saturday - Sunday	Arena	None
Garage Sale	Saturday	Halls A,B,C, S1	Hall A, C + Food trucks
Driver Training	Friday	Lot F	None
Home Show	Saturday - Sunday	Halls A,B,C	Hall A, C + Food trucks

May			
Horse Show	Saturday - Sunday	Arena	None
Driver Training	Wednesday	Lot C	None
Private Meeting	Thursday	Hall B	None
Gun Show	Saturday - Sunday	Hall A	None
Small Animal Show	Saturday	South 1 & 2	None

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Private Meeting	Monday	Hall B	None
School Fieldtrip	Tuesday - Thursday	Grounds/So 1	None
Driver Training	Wednesday	Lot C	None
Driver Training	Wednesday	Lot F	None
Horse Show	Saturday - Sunday	Arena	None

June			
Dog Agility Trials	Friday - Sunday	Arena	None
High School Grad Party	Friday - Saturday	Halls B & C	Caterer
Dog Agility Trials	Friday - Sunday	Arena	None
Furniture Sale	Friday - Sunday	South Hall 1	None
Religious Prayer Meeting	Sunday	Hall C	None
Celebration of Life	Saturday	Hall C	None
Horse Show	Saturday - Sunday	Arena	None
Fireworks Training	Monday - Tuesday	Lot A	None
National Anthem Tryouts	Wednesday	Hall C	None
Private Banquet	Thursday	Kids' Park (or Hall C)	Caterer
Goat Show	Friday - Sunday	Arena	Food trucks

July			
Horse Show	Saturday - Sunday	Arena	None
Dog Agility Trials	Friday - Sunday	Arena	None
Police Training	Wednesday	Lot F / 10th Ave.	None
Horse Show	Saturday - Sunday	Arena	None

August			
Drone Training	Tuesday - Wednesday	Airfield	None
Clark County Fair	Friday - Sunday (10 days)		
Dog Agility Trials	Saturday - Sunday	Arena	None

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September			
Private Meeting	Friday	Hall B	None
Driver Training	Wednesday	Lot C	None
Barrel Racing	Saturday - Sunday	Arena	Food trucks
AMR Driver Training	Wednesday	Lot C	None
Dog Agility Trials	9.22 - 9.24	Arena	Purple
Driver Training	9.24	Lots F & G	West Precinct
Gun Show	9.30 - 10.1	Hall B	Lot A/Blue

October			
Dozer Day	Saturday - Sunday	Lot A, GStand, S1	Food trucks
Dog Agility Trials	Friday - Sunday	Arena	None
Quilt Show	Monday - Thursday	Halls A & B	None
Drive-in Movies	Thursday - Sunday	Lot B	Food trucks
Horse Show	Saturday - Sunday	Arena	None
Private Meeting	Wednesday	Hall B	None
Driver Training	Thursday	Lot C	None
Drive-in Movies	Thursday - Sunday	Lot B	Food trucks
Political Convention	Saturday	Hall A	Caterer
Cat Show	Saturday - Sunday	Hall B	None
Toy Show	Saturday	Hall C	None
Dog Show	Saturday - Sunday	South 1 & 2	Food trucks
Dog Agility Trials	Saturday - Sunday	Arena	None
Drive-in Movies	Wednesday - Tuesday	Lot B	Food trucks
Dog Show	Saturday - Sunday	Halls A,B,C, South 1/2	Hall A + Food trucks

November			
Garage Sale	Saturday	Halls A,B,C, So 1 & 2	Hall A, C + Food trucks
Computer Gaming	Thursday - Sunday	Hall A	Food truck
Swim Spa Sale	Friday - Sunday (10 days)	Lower Lot A at Blue Gate	None
Dog Agility Trials	Friday - Sunday	Arena	None
College Graduation	Saturday	Hall A	None

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Gun Show	Saturday - Sunday	Hall B	None
Dog Flyball Tournament	Saturday - Sunday	Hall C	None
Dinosaur Show	Friday - Sunday	Halls A, B & C	Hall A, C + Food trucks

December			
Dog Show	Thursday - Sunday	Halls A,B,C, So. 1 & 2	Hall A, C + Food trucks
Dog Agility Trials	Friday - Sunday	Arena	None
Dog Show	Saturday - Sunday	Halls B, C & South 2	Hall C, Food trucks
Dog Agility Trials	Friday - Sunday	Arena	None
Drive-thru Donation Event	Saturday	Midway	None
Private Banquet	Tuesday	Hall B	Caterer
Sheriff Training	Thursday	Lot B	None
Private Banquet	Monday	Hall B	Caterer
Driver Training	Monday	Parking Lot C	None
Private Meeting	Tuesday	Hall B	Caterer
Wrestling Tournament	Saturday - Sunday	Halls A, B & C	Hall A, C + Food trucks
Dog Show	Thursday - Sunday	Hall A	None
Dog Agility Trials	Friday - Sunday	Arena	None
Religious Celebration	Sunday	Hall C	None