



NEBRASKA STATE FAIR

REQUEST FOR PROPOSAL

**#1. GENERAL SECURITY SERVICES with
CROWD/TRAFFIC CONTROL**

**#2. PARKING LOTS
Layout & Attendant services**

NEBRASKA STATE FAIR

GRAND ISLAND, NE

January 1st, 2023

Nebraska State Fair (NSF) is seeking a qualified full-service security company to provide services in the following categories for the Nebraska State Fair.

1. **General Security Services & Crowd/Traffic Control**
2. **Parking Lot Layout and Attendant services**

About the Nebraska State Fair: The Nebraska State Fair, entering its 154th year in 2023, is an event held at Fonner Park in Grand Island, Nebraska. The regional event is the largest in the state of Nebraska drawing an average of over 300,000 patrons each year since moving to Grand Island. Concerts, livestock shows, Wade Shows Carnival, dozens of free grounds acts and 4-H and FFA shows are all a part of this 11-day-long event ending on Labor Day.

1.0 INSTRUCTIONS

- 1.1 Review the RFP carefully.
- 1.2 RFP questions should be directed by e-mail to Jaime Parr at jparr@statefair.org
- 1.3 Interpretations, corrections, revisions and amendments to this request for proposal shall be issued to all RFP recipients in the form of written addenda.
- 1.4 Proposals are due by hand delivery, mail or Email by 5:00 PM on **February 01, 2023** at:

Physical Address: _____

501 East Fonner Park Road, #200
Grand Island, NE 68801
Phone: 308.382.1710

Mailing Address: _____

PO Box 1387
Grand Island, NE 68802
jparr@statefair.org

- 1.5 The Nebraska State Fair Review Committee will review the proposals and consider awarding a contract for the services described in this RFP by Friday, February 23rd, 2023.
- 1.6 The NSF reserves the right to reject any or all proposals for any reason and/or to waive or modify particular provisions of a proposal with the successful Proposer.

2.0 OVERALL SCOPE

- 2.1 **Term:** The contract will become effective upon signing through September 8th, 2023 with the option for an additional two (2) year term.
- 2.2 **Other Agencies:** Any other agency facilitating business with NSF, including Fonner Park and its partners, Aksarben Stock Show, or the Grand Island Livestock Complex Authority and its partners, shall not be bound by any agreement made as the result of this request for proposal.
- 2.3 **Agreements Made:** NSF may accept a proposal as written by issuing a written Agreement with the selected security company. This agreement will be signed by both parties.
- 2.4 **Exceptions:** Any exceptions to any piece of this RFP shall be noted on the Proposal Addendum, Attachment A, and submitted.
- 2.5 **Contracts:** To be executed between NSF and Security Company. All contracts shall be executed by the Nebraska State Fair Executive Director.
- 2.6 **Responsible Parties:** NSF Executive Director reserves the right to retain all final decisions regarding security in consultation with the security company.
- 2.7 **Onsite:** This contract will require the chosen agency to have an onsite security lead daily from August 20th through September 8th, 2023. In addition to, a representative with the chosen company would need to be available to attend meetings starting July 2023.

3.0 CONDITIONS

- 3.1 **Laws:** Terms and provisions of this solicitation and any agreement resulting from this shall follow any governing law applicable to this process. Any litigation or actions in connection with this proposal and subsequent award shall be instituted in the appropriate Nebraska courts.
- 3.2 **Assignment:** Any contract resulting from this solicitation may not be assigned, transferred, or delegated in whole or in part by the security company, without the prior written consent of NSF.
- 3.3 **Termination:** NSF may terminate any agreement made as a result of this process at any time that the company fails to carry out the provisions under the agreed-upon terms.
- 3.3.1 Upon termination, NSF shall provide written notice by December 31st of any Agreement Year. Any monies owed to NSF shall be due within 30 days of written notice, and vice versa.
- 3.4 **Indemnification:** NSF hereby agrees to indemnify and hold harmless *Awardee*, as well as their agents, representatives, and directors from and against any loss, damage or expense associated with a claim arising out of the negligence of NSF. *Awardee* hereby agrees to indemnify and hold harmless NSF for any loss, damage or expense associated with a claim arising out of the negligence of the *Awardee*.
- 3.5 **Insurance:** NSF shall maintain, comprehensive general liability insurance in the amount of no less than One Million Dollars per occurrence and a Four Million Dollar Umbrella for a total of Five Million Dollars, from an A- or better rated carrier. These policies shall name the *Awardee* and their agents, representatives and directors as additional insured as it pertains to the negligence of the NSF. *Awardee* shall maintain, comprehensive general liability insurance in the amount of no less than One Million Dollars per occurrence and a Four Million Dollar Umbrella for a total of Five Million Dollars, from an A- or better rated carrier. This policy shall name the NSF and their agents, representatives, and directors as additional insured as it pertains to the negligence of the *Awardee*.
- 3.6 **Retention of Rights:** The *Awardee* shall not have any rights to use the name, logos, trademarks or copyrights of NSF outside of the purposes of promotion related to NSF, without written permission.

4.0 GENERAL TERMS (for all categories of service)

- 4.1 **Services are required** for the 2023 Nebraska State Fair, starting on August 20th, lasting through the Friday after Labor Day, Sept 8 in 2023.
- 4.2 **Duties to be performed include** but are not limited to
- 4.2.1 **General Security Services**, including escorts, grounds rovers, gate security, liquor control and protection of assets;
Crowd/Traffic Control for concerts and ticketed events;
- 4.2.2 **Parking Lots & Attendant services** including parking lot layout and attendants for traffic direction including ingress/egress
- 4.3 **Office space**, of a nature adequate for the Contractor/s normal and customary requirements, will be provided during the annual Term. NSF will provide parking for management personnel.
- 4.4 The NSF shall have the right to determine the number and location of personnel shifts to be filled by Contractor to work the State Fair Event/s. The NSF shall approve all hiring practices of the Contractor as they relate to personnel employed to work at Event/s. All personnel hired by Contractor to work at NSF shall be employees of the Contractor and their wages and any fringe benefits shall be paid by Contractor. Contractor shall direct and supervise all personnel hired by Contractor in the performance

of their duties and may discharge any personnel who Contractor determines to be unnecessary or undesirable.

- 4.5 **All personnel must be in uniform while on duty at NSF.** Such uniform shall consist of slacks and shirt, each consistent with the appearance of the other. Parking lot attendant uniform may or may not include a specific slack or shirt, but must include safety vests. All uniforms, including vests, shall be approved by the NSF and provided by Contractor.
- 4.6 **Contractor shall provide radio communication** for its personnel sufficient to ensure effective communication. The NSF will provide three (3) hand-held radio units to Contractor for coordination between Contractor and NSF personnel. Contractor will work within the NSF agreements in ordering radios for NSF Team. Contractor will secure the number of radios requested by NSF. Contractor will start up, check out, and check in all radios and radio accessories for the NSF Team.
- 4.7 **The Chosen Contractor may or may not be the exclusive provider** of private security services. This RFP can be completed for the full gamut of NSF Service provisions (General Security, Crowd/Traffic Control, and/or Parking Lots). Proposers may bid for both services or any one service. If rates are dependent upon more than one segment of services being proposed, that rate dependence must be included in the Proposal. The NSF prefers to have one exclusive Provider and may give priority to Proposal who can soundly complete both areas of need.
- 4.8 **The terms of this Request for Proposals** shall become an integral part of any contract entered in to between the NSF and the selected Contractor.
- 4.9 **The NSF reserves the right to add, delete,** or alter assignments, hours, and/or number of Contractor's personnel needed at any time.

5.0 SCOPE OF WORK

GENERAL SECURITY SERVICES & CROWD CONTROL / TRAFFIC CONTROL

Approx 7000-8000 hours. Hours are dependent on booked acts and events

- 5.1.1 The **Contractor will provide general security services** based on the schedule requests provided by the NSF. General security positions include but are not limited to granting or denying access into buildings and facilities, outdoor areas, front line liquor control/enforcement, closing and opening locked areas, helping to clear buildings or areas,
- 5.1.2 The **Contractor will understand and enforce proper liquor control** enforcement measures designated by NSF.
- 5.1.3 The **Contractor will provide grounds patrol and rovers** for general oversight and safety of all patrons and partners, livestock and static exhibits, vendor and concession booths, campgrounds, taverns, barns, stalls, vehicle traffic/movement, etc. of the Nebraska State Fair.
- 5.1.4 **Contractor is responsible for management of safe access at all Gates.** Gate access includes but is not limited to the entry ways onto Fonner Park Campus by vehicle, foot, or otherwise.
 - 5.1.4.1 Gate materials will be provided by NSF, including foot traffic lanes, ticket huts, scanning tents, vehicle barricade/blockade materials, signage, and other materials.
 - 5.1.4.2 Gate Security will enforce NSF codes and rules for admission at all gates, during all pre-defined hours required by NSF.
- 5.1.5 The **Contractor will provide money escorts** as needed during each day/night of the Fair to accompany the pick-up of receipts from Beverage or Gate outlets for delivery to the NSF Vendor Exchange Office (VEO). Escort to

Vendor, Concessionaire, or similar Partners must also happen in a timely manner, as needed, and by request.

- 5.1.6 Contractor may be called upon to perform a limited amount of investigative work** during the Fair associated with the handling of NSF monies and/or safety. This investigation work could be personal interviews and reviewing security camera footage (footage provided by NSF and Partner) Such work, if required, will be strictly defined by the NSF as to the goals to be obtained through such effort.
- 5.1.7 Contractor will secure and maintain access and safety at all NSF Ticketed Events and large gatherings.** Crowd Control events will include but are not limited to national concerts and comedians (indoor and outdoor venues), motorsports, Dirt events, Veteran's Day Celebration, Nebraska's Pedal Pull Championships, any assigned stages, and more.
- 5.1.8 Crowd ingress and egress security** includes a combination of walk through scanners, security check wandering, bag checks, pat downs, and more. Contractor and NSF will come to agreement which measures are necessary for each Show/Event.
- 5.1.9** Coordinate with GIPD specifically about off-grounds, City street activity and signage/routing of ingress and egress State Fair vehicle traffic.
- 5.1.10** For the category of grounds rovers, investigative work and money escorts, NSF prefers all individuals have either security or law enforcement training.
- 5.1.11** For the category of general security, gates, concert security, and ticketed events. NSF prefers all individuals have experience with security.

5.2 PARKING LOTS, LAYOUT AND ATTENDANT SERVICES (Approx.2000 + SET UP)

- 5.2.1 Contractor for parking lots** will be responsible for the layout of areas designated by NSF, as parking lots during State Fair. This includes the layout of the parking lot including the initial placement of flags for operations team to install any needed posts, flagging rows with flag rope and row identifying signage utilized in parking lot layout.
 - 5.2.1.1** Parking lot materials will be provided by NSF, including barricades, traffic cones, flag rope, marking paint, row identifier signs, etc.
 - 5.2.1.2** Parking Attendance will enforce NSF codes and rules for parking in all staffed lots during all pre-defined hours required by NSF.

6.0 PROPOSAL

6.1 GENERAL INFORMATION

- 6.1.1 List the following:** Company Name, Contact Info for the Company, Physical Address, City, State, Zip, phone, email, Contact Name of Person Responsible for the RFP, Title, Phone, Email
- 6.1.2** Provide a **list of similar clients** served by your Agency.
- 6.1.3** Provide a minimum of **three (3) references**. Listed references may be called upon as reference/verification of services.
- 6.1.4 Name and security industry background** of principal owners/operators of the proposer.
- 6.1.5 Description of hiring and training practices** for proposed security personnel.
- 6.1.6 Explanation of any legal action** brought against the Proposer in the past five (5) years.
- 6.1.7 Certificate of Insurance** showing existing coverage, underwriting firm, and policy expiration.
- 6.1.8 Price per service-hour for security personnel.** Such prices must be all-

inclusive, incorporating management/supervisory time, expenses, anticipated overtime, and any other charge to be assessed the NSF, based upon performing the services described in this RFP.

6.2 COMPLETE BID

6.2.1 Bid should include all-inclusive pricing for one, or both categories

1. General Security services with Crowd/Traffic Control
2. Parking Lot layout and attendant services

6.2.1.1 The Proposer shall not assume that the hours estimated for security services in this RFP are a guarantee of minimum billable hours.

6.2.1.2 Any overtime compensation anticipated must be included in the all-inclusive pricing proposal.

6.2.1.3 Contractor must provide a sufficient number of personnel to carry out the duties and responsibilities as specified in Agreement with NSF.

6.2.1.4 The NSF should have access, at all reasonable times, to all time tracking records and loss run records of the Contractor relating to services provided to NSF.

6.2.1.5 Contractor will receive payment within thirty (30) days of receipt for any services rendered to the NSF. Contractor must include an itemized statement indicating assignments worked, personnel employed, and the respective number of completed service hours.

6.2.2 Any contract resulting from this RFP may not be assigned without the express, written permission of the NSF.

7.0 TERM

7.1 The contract will become effective upon signing through September 8th, 2023 with the option for an additional two (2) year term.

7.2 In such event, Contractor may request a renegotiation of compensation level between each two (2) year period. Failure of the NSF and Contractor to agree on such compensation by January 01 annually, shall result in termination of the Agreement.

8.0 DEFAULT

8.1 Any Agreement between the NSF and Contractor may be terminated by the NSF upon one of the following occurrences:

- Cancellation of Contractor's insurance;
- Declaration of bankruptcy or insolvency;
- Change in control of the ownership of Contractor without NSF written permission.
- Mismanagement or misconduct on the part of Contractor's principals or employees, as determined by the NSF;

The Contractor will have thirty (30) days to respond to a written notice from the NSF that an item of default has occurred and to show cause as to how *it* will address the default occurrence.

The NSF *will* have the sole authority to determine if Contractor has satisfactorily resolved the item of default.

9.0 SELECTION CRITERIA

9.1 In addition to competitive pricing, the NSF shall consider the following factors including, but not limited to:

1. Potential cost savings to the NSF resulting from fewer personnel.

2. Recommendations from present and past clients regarding the proposer's efforts toward providing high-quality, professional security service in a cost-effective manner.
 3. Comprehensive hiring and training practices.
 4. Recommendations from Contractor as to practices and procedures that will result in operating efficiencies for the NSF.
- 9.2** NSF reserves the right to conduct discussions and negotiations with any or all respondents to this RFP, concerning any element of or response to this RFP, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, schedule/s and price.

ATTACHMENT A – PROPOSAL ADDENDUM

EXCEPTIONS TO PROPOSAL AS NOTED.

The following exceptions to this request for proposal are listed as such:

RFP ITEM NUMBER COMMENTS

_____	_____
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Print Name

Signature

Date

ATTACHMENT B – INSURANCE

INSURANCE

Contractor will list **The Nebraska State Fair Board, Fonner Park Exposition and Events Center, The Hall County Livestock Improvement Association, and the City of Grand Island** as additional insured on the insurance certificates, at no cost to the Nebraska State Fair. One Million Dollar per occurrence and a Four Million Dollar Umbrella are required. Contractor will provide The Nebraska State Fair with a certificate of insurance evidencing the coverage **no later than January 01** of the performance year.

Contractors need to make evident certificates of the following minimum coverages. Such certificates shall be included:

- Workers' Compensation insurance meeting the statutory requirements of the State of Nebraska
- Employers' Liability insurance providing limits of liability in the following amounts:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by disease: \$500,000 policy limit
 - Bodily injury by disease: \$100,000 each employee
- Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:
 - General aggregate: \$1,000,000
 - Product/completed operations aggregate: \$1,000,000
 - Personal and advertising injury liability: \$1,000,000
 - Per occurrence: \$1,000,000
 - Fire legal liability: \$50,000
 - Automobile: \$1,000,000

Umbrella with limits of \$4MILLION is also required and must name as an Additional Insured, as stated above.

Contractor needs to recognize that all equipment is in your custody and control the entire time the equipment is on property.

If the Contractor does not carry its own required insurance coverage or fails to return proof of such by the due date, Nebraska State Fair may at its option obtain through an insurance carrier the necessary coverages noted by this agreement. The expense of this coverage will be billed to the Contractor. Nebraska State Fair Board is listed as additional insureds as respects insured's operations.

LIABILITY

NSF will assume no liability for injury to property or person or death of any person or persons on or about the premises. NSF will not be responsible for any damage equipment caused by thefts, wind, hail, fire or ~~water~~ or any cause whatsoever. Awardee covenants and agrees to defend at its own expense, indemnify and save harmless NSF from any and all liability penalties, damages, costs, expense, causes of action and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whatsoever, occasioned by or growing out of or in any way connected with the occupation or the use of the leased premises or the activities associated therewith.

I, _____ acknowledge that I have read the above insurance and liability requirements and acknowledge my organization's responsibility as such.

Print Name

Signature

Date