

Request for Proposal
For
Full Rodeo Stock Contractor

Cascade County Commission

Courthouse Annex, Rm 111

325 2nd Avenue North

Great Falls, MT 59401

Proposal Due by:
October 9, 2015 – 5:00 p.m.

Cascade County
REQUEST FOR PROPOSAL FOR
Full Rodeo Stock Contractor

1.0 INTRODUCTION

The Board of Cascade County Commissioners is soliciting proposals for a Full Rodeo Stock Contractor¹ for Cascade County's 2016 Big Sky Pro Rodeo Roundup, which is an annual Montana State Fair event. Cascade County anticipates entering into a one year contract with the option to renew for an additional one or two years.

The Big Sky Pro Rodeo Roundup is an outdoor event held in the Grandstands at Montana State Fair. The arena seats in excess of 2,400 guests. Guests pay a Fair Admission Fee in addition to the Rodeo Gate. The Big Sky Pro Rodeo Roundup sold 5,694 tickets in 2013 with Gross Ticket Sales of \$66,067. The Big Sky Pro Rodeo Roundup sold 5,827 tickets in 2014 with Gross Ticket Sales of \$67,411. Unaudited actual gross 2015 ticket sales total \$84,000. The Montana State Fair attracts an average of 8,333 paying guests each of the nine days of the Montana State Fair. The rodeo event should be at least cost-neutral to Cascade County.

The Big Sky Pro Rodeo Roundup is enhanced by a 501(c)(3) Rodeo Committee. The Big Sky Pro Rodeo Roundup Committee (BSPRR) provides ancillary events that augment the rodeo experience and support the contestants. The BSPRR Committee provides two breakfasts for contestants, sponsors and rodeo staff. The BSPRR Committee also offers haircuts and nightly meals for contestants. They collaborate with ExpoPark to augment the established theme nights by providing the following ancillary events:

Patriot Night: The BSPRR Committee provides a Military Appreciation Dinner and sponsored tickets to Tuesday night rodeo. The number of tickets purchased by the BSPRR Committee and offered to military personnel for free has averaged 550 over the past two years.

Tough Enough to Wear Pink Night: The BSPRR Committee provides activities to promote breast cancer awareness. These activities range from workshops about rodeo events (Cowgirl U), to a Bachelor Auction, Rodeo Uncorked and 50 Shades of Pink (a purse raffle). Activities vary annually depending on the BSPRR Committee's interest and approval by ExpoPark.

¹ Full Stock Contractor is defined by the Professional Rodeo Cowboy Association (PRCA) and the Women's Professional Rodeo Association (WPRA).

Pepsi Night: The BSPRR Committee has teamed with Eagle Mount and Special Olympics of Montana to provide a rodeo experience for the special clients of these entities.

Mutton Bustin: The BSPRR Committee provides a Mutton Bustin event each night of rodeo with a champion Mutton Bustin contestant crowned at the Saturday night rodeo. The child contestants are between the ages of 4 -6 years; and their participation is authorized by their parents. The sheep, chutes, prizes, and event organization is done by the BSPRR Committee. The Rodeo Stock Contractor provides the announcer for the event.

Gold Buckle Club: The BSPRR Committee operates the Gold Buckle Club by soliciting memberships and providing all the amenities for Gold Buckle members.

Rodeo Royalty: The BSPRR Committee is responsible for the royalty program. The BSPRR Committee advertises for contestants, judges, awards, and provides a modest stipend for the crowned winners.

The success of the BSPRR Committee's activities are contingent upon a solid working relationship with Montana ExpoPark and the Rodeo Stock Contractor. Proceeds raised by the BSPRR Committee are retained by the BSPRR Committee and used, at their discretion, to improve future rodeos.

This Request for Proposal (RFP) provides guidance for Offerors to complete a proposal with specifications deemed pertinent for a proper proposal. Offerors are encouraged to submit proposals for all three of the alternative rodeo dates listed in paragraph 2.0 *Specifications* below. Offerors may also submit a proposal for the Additional Option listed in paragraph 4.0. As an Additional Option, Offerors are not required to nor will they be penalized in any way for not submitting a proposal for the paragraph 4.0 Additional Option. **All proposals submitted must be signed by Offeror and remain valid for 60 days following the due date of Proposals.**

Offerors intending to submit a proposal must register their official email address with Susan Shannon, Cascade County's Procurement Coordinator for this Request For Proposal at sshannon@casadecountymt.gov . In addition, Offerors may also request an electronic version of the entire RFP from Susan Shannon.

Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement coordinator (identified below) in writing of any ambiguity, inconsistency, unduly restrictive specification, or error in this Request for Proposal. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the Offeror from responding or add unnecessary cost. Offerors shall provide an explanation with

suggested modifications. The notice must be received by the deadline for the receipt of inquiries set forth below. Cascade County reserves the right to make or decline making any changes to the RFP.

Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues in writing to Susan Shannon, Procurement Coordinator at sshannon@cascadecountymt.gov on or before 5:00 p.m. (MST) on September 25, 2015. The County will provide a written response by email on or before 5:00 p.m. (MST) September 28, 2015 to all questions timely received. The County's response will be by written addendum to the email address provided to County as directed above. Any other form of interpretation, correction, or change to this RFP will not be binding on the County. Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.

Sealed proposals must be received in the Cascade County Commission Office at 325 2nd Avenue North, Room 111 by 5:00 p.m. (MST) on October 9, 2015. The outside of the sealed envelope shall be clearly marked "PROPOSAL FOR FULL RODEO STOCK CONTRACT". Neither electronic nor facsimile copies of proposals will be accepted.

Cascade County shall not be liable for any loss, expense, damage, or claim arising out of the advice given or not given, nor statements made or omitted in connection with this Request for Proposal. Cascade County shall not be liable for any expenses incurred by Offeror in the preparation of its response to this Request for Proposal. This Request for Proposal shall not be construed as a contract or a commitment of any kind by Cascade County.

Cascade County reserves the right to conduct relevant inquiries, research and reference checks regarding the Offeror. Cascade County reserves the right to select any offer deemed in the best interest of Cascade County, or, its complete discretion, to reject all offers.

Cascade County intends to follow the following schedule in regard to this RFP, but reserves the right to modify such dates in its complete discretion:

RFP Questions due:	September 25, 2015 by 5:00 p.m. MST
Response to Questions provided by:	September 28, 2015 by 5:00 p.m. MST
RFP Due date:	October 9, 2015 by 5:00 p.m. MST
RFP Opening:	October 13, 2015 at 8:30 a.m. MST
Evaluation Committee Meeting:	October 14, 2015 at 11:00 a.m. MST
Optional Onsite Interview:	To Be Determined

Acceptance of Proposal: October 20, 2015 at 9:00 a.m. MST
 Contract Award: October 30, 2015 at 9:30 a.m. MST

2.0 SPECIFICATIONS

A. STOCK: EACH OFFEROR MUST DEMONSTRATE THEIR PRCA/WPRA QUALIFICATIONS AS A FULL STOCK CONTRACTOR. The Offeror selected by Cascade County will be required to provide all working stock and stock management personnel necessary to conduct a PRCA/WPRA-sanctioned rodeo at Montana ExpoPark located in Great Falls, Montana for a period of three (3), four (4), or five (5) consecutive days. Cascade County anticipates the 2016 Big Sky Pro Rodeo Roundup dates will be: August 2nd – August 6th , August 3rd – August 6th , or August 4th – August 6th as determined by Cascade County in its sole discretion. Offeror shall provide a separate bid for a three day Rodeo, a four day Rodeo, and a five day Rodeo.

Slack performances for Barrel Racing will be held following the Tuesday night rodeo. Slack performances will be held on Wednesday and Thursday morning for all other events if Cascade elects to hold a five day rodeo. Slack performances will be scheduled for a mutually agreed upon time in the event Cascade County elects to hold a three or four day rodeo.

All working stock shall be as fresh as possible for all events specified. A sufficient quantity of livestock must be provided by Offeror to ensure a comfortable margin of livestock for each event as specified by PRCA/WPRA rules.

Offeror shall provide support stock to include Grand Entry Horses and Pickup Horses.

RODEO EVENTS TO BE HELD

EVENTS	EVENTS
Bareback Riding	Tie Down Roping
Saddle Bronc	Steer Wrestling
Bull Riding	Team Roping
	Barrel Racing

The rough stock limits will be: Bareback - 60, Saddle Bronc - 60, and Bull Riding – 60.

Offeror shall describe their ability to provide and care for livestock according to PRCA/WPRA rules, including arrangements for feed and bedding of rodeo stock.

B. PERSONNEL: Offeror shall describe their ability to perform all administrative duties typical and necessary for conducting and fully executing the rodeo, including but not limited to all clerical work, payments to PRCA and WPRA contestants, and filing reports with the PRCA, WPRA, and the Montana State Fair.

In addition, Offeror shall be required to provide the following personnel for each rodeo event and performance:

1. Arena Director
2. PRCA Secretary to handle ALL PRCA documentation and fees, incl. withholding taxes
3. Grand Entry – Opening Ceremony Coordinator
4. All timekeepers
5. All pickup men to ensure 2 are always available
6. All flank men
7. All bucking chute gate handlers
8. Timed Event Chute Boss
9. Flag Carriers Horses (8) minimum
10. Specialty Acts
11. Barrel Personnel – including raking and maintain barrels
12. Announcer
13. Clowns
14. Bullfighters
15. Arena Labor – including all gate operations
16. Chute Labor – stock gate(s) labor

Cascade County shall provide the following personnel and contracts for each event and performance:

1. Sound Man
2. Security Personnel
3. Ambulance Service
4. Veterinarian
5. Necessary personnel to conduct the spectator services to include: event staff, ticket takers, ticket sellers, janitorial, maintenance, and concession workers.
6. Personnel and equipment necessary to maintain arena throughout performances as directed by Rodeo Contractor.
7. Electronic Replay/Scoreboard

Cascade County agrees to provide the following in conjunction with the Big Sky Pro Rodeo Roundup Event:

1. Necessary facilities and equipment to conduct the rodeo to include: rodeo arena, dirt work(s), rodeo chutes, arena panels, and loading chutes
2. Necessary equipment to include forklifts, tractors, and loaders with operators to be made available on a mutually agreed schedule
3. PRCA and WPRA Approval Fees
4. PRCA and WPRA Approvals
5. Committee Membership Dues
6. Rodeo judge's fees as required by PRCA sanctioning
7. Contestant prize money. (For the 2014 Big Sky Pro Rodeo Roundup contestant prize money in the amount of \$57,400 was awarded. The prize money was calculated as \$8,200 per event for six standard PRCA events and the WPRA Barrel Racing event.) Additional prize money is also secured through sponsorships.
8. Spectator and public liability insurance
9. Admission credentials and parking space for Offeror and any support personnel at no expense. The number of credentials issued will be based on the list of personnel provided to Cascade County that Cascade County, in its sole discretion deems essential.

Each daily performance, and the number of entries allowed, may include the following, which shall be determined by Cascade County in its sole discretion:

- Opening Ceremonies
- Grand Entry
- Bareback Bronc Riding
- Saddle Bronc Riding
- Bull Riding
- Steer Wrestling
- Tie Down Roping
- Barrel Racing
- Team Roping
- Specialty Act
- Clown Act

Each daily rodeo performance may include (but not be limited to) the following which shall be determined by Cascade County in its sole discretion. Contractor must be prepared to integrate the following into each daily rodeo performance:

- Mutton Bustin' – 10 Contestants per night starting at 6:30pm prior to PRCA Rodeo starting at 7:00 pm or at a mutually agreed time. Stick Horse Race following Mutton Bustin' at 6:30 pm each night or at a mutually agreed time
- Local Team Roping – run at a mutually agreed time
- Alternate activities.

3.0 SPECIAL INSTRUCTIONS TO OFFERORS

In addition to the items set forth in paragraph 2.0 *Specifications*, Offeror shall include the following with their Proposal:

1. Proof of PRCA qualification as a full stock contractor.
2. A certificate of insurance verifying Cascade County, the Montana State Fair, the Big Sky Pro Rodeo Roundup and PRCA as additional insureds. The insurance company must be rated a minimum of A-, IX by the A.M. Best Guide. The type of insurance will be Commercial General Liability - Occurrence Form. No "Claims-made form" coverage will be accepted. Limits of Liability will be \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate. The coverage must include: Bodily Injury and Property Damage, Products Liability, Personal Injury Liability and Contractual Liability.
3. A detailed description of the quality of livestock proposed to be used. Offeror shall indicate which if any of the proposed stock were ridden in a state PRCA or national pro rodeo event (ie. Montana Pro Rodeo Circuit Finals or National Finals Rodeo in Las Vegas). Offeror shall list the stock to be used in 2016 and the year they were ridden in either a state-wide or national event.
4. A detailed plan to provide, care, feed and bed livestock in accordance with all applicable PRCA rules.
5. Provide eight (8) bound copies of the Proposal and all accompanying materials in a sealed and properly marked envelope as directed in Paragraph 1.0 *Introduction* to:

Cascade County Commission
Attn: Montana State Fair
Courthouse Annex, Room 111
325 2nd Ave. North
Great Falls, MT 59401
6. Provide at least three (3) references, including a current phone number, for the contact person where offeror has provided a rodeo within the last three years.

7. **A completed Contract Price Sheet for Full Rodeo Stock Contractor as noted below signed by Offeror.** All prices indicated in the Contract Price Sheet must be firm for 60 days following the due date of proposals:

Contract Price Sheet for Full Rodeo Stock Contractor

	3-Day Performance	4-Day Performance	5-Day Performance
1-Year Contract	\$		
2-Year Contract	1 st Year \$		
	2 nd Year \$		
3-Year Contract	1 st Year \$		
	2 nd Year \$		
	3 rd Year \$		

4.0 ADDITIONAL OPTION

As an additional option, Cascade County will also accept a proposal from Offeror for dirt placement and removal. Offerors are not required to nor will they be penalized in any way for not submitting a proposal for the paragraph 4.0 Additional Option.

If submitting a Proposal for this additional option, Offeror shall articulate a proposal to perform the following:

- Patrol rip in front of bucking chutes;
- Blade off sand from Race Track, stock pile sand and replace sand after Rodeo – approximately 200 to 230 cy to be replaced back on Race Track;
- Invert Rail Dirt – 120 cy. Move in before Summer Rodeo and take back out after Summer Rodeo; and
- Place and remove approximately 190 cy Rodeo Dirt in front of Grand Stands.

In the event Contractor opts to submit a proposal for the dirt placement and removal, Contractor shall provide a completed Contract Price Sheet for Dirt Work as noted below signed by Offeror. All prices indicated in the Contract Price Sheet must be firm for 60 days following the due date of proposals:

Contract Price Sheet for Dirt Work

Dirt Work Price	\$
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5.0 EVALUATION PROCESS

Cascade County's evaluation committee will utilize the criteria listed below to evaluate RFP Stock Contractor submittals. Cascade County reserves the right, in its sole and complete discretion, to conduct interviews, onsite or otherwise, with the three (3) highest scoring Offerors. Cascade County reserves the right to conduct relevant inquiries, research and reference checks regarding the Offeror. In conjunction with the evaluation process, Cascade County reserves the right to select any offer deemed in the best interest of Cascade County, or, its complete discretion, to reject all offers.

A. EVALUATION CRITERIA Full Rodeo Stock Contractor POSSIBLE POINTS

- | | |
|--|----|
| 1. Experience and past performance history | 20 |
| 2. Past Experience with Cascade County | 10 |
| 3. PRCA Full Stock Contractor from Montana | 10 |
| 4. Quality of livestock and proposed care plan | 20 |
| 5. Contract Price | 40 |

TOTAL Points Available: 100

B. EVALUATION CRITERIA Dirt Work Option

1. Cascade County's evaluation committee will use a lowest cost to evaluate the RFP Optional Dirt Work submittals.

6.0 CONTRACT TERMS AND CONDITIONS

The successful Offeror will be required to enter into a contract with Cascade County which will contain, *inter alia*, the following contract provisions:

- **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contracted work and services in a timely and workmanlike manner and in accordance with this Contract and all prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County facilities and property. Contractor will repair any damage or reimburse the County, in the County's discretion for such loss. County reserves the right to seek, in addition to County's other legal and

contracted rights, to seek Contractual offset for any damages or loss arising from the acts or omissions of Contractor, its employees, agents, subcontracts, or any other person performing work under this Contract .

- **Contract Time:** Contractor shall fully complete the Contract Work in a timely manner after execution of the Contract. TIME IS OF THE ESSENCE.
- **Renewal:** Contract award shall be for one year with a County option to renew annually up to two more years (total of three years) under the same terms and conditions.
- **Insurance:** Prior to commencing work under this agreement, Contractor shall provide, at a minimum, insurance in the amount of \$1 million per claim; \$2 million per occurrence and shall maintain such insurance until final payment on all Contract Work. Contractor shall provide proof of Contractor Registration and proof of compliance with worker compensation laws.
- **Indemnification:** Contactor agrees to indemnify, protect, defend and hold harmless County, its agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the act, omission, negligence or intentional acts of Contractor's agents, employees, representative, assigns, and subcontractors under this contract.
- **Termination:** If Contractor fails to comply with any of the provisions contained herein, County may declare a breach of contract, and shall give written notice of such breach to Contractor. If Contractor fails to remedy such breach within one hundred-twenty (120) days after said notice, County may terminate this contract and seek any relief available under Montana Law. Further this contract is also subject to termination for lack of funds. In the event this contract is terminated for lack of funds, the Contractor shall be entitled to payment for accepted work completed on the date of termination.
- **Choice of Law and Venue:** This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana.
- **Waiver:** Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.

- **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.
- **Independent Contractor:** For the purpose of this Contract it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this contract, and employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties. Personnel under this Contract shall be mutually approved but are deemed for all purposes as employees or subcontractors of Contractor and as such County assumes no liability or responsibility for any wages, tax or insurance obligations on their behalf.
- **Workers Compensation Insurance:** Contractor shall obtain and maintain during the entire term of this contract workers compensation coverage sufficient to cover all of Contractor's employees hereunder pursuant to Montana State statutes. Contractor shall provide to the County a certificate of insurance verifying that Contractor has complied with this requirement.
- **State and Federal Regulations:** Contractor shall perform this contract in compliance with all applicable Montana state and federal laws, ordinances, and regulations, and shall, in particular abide by all policies and procedures in place at ExpoPark.
- **Severability of Provisions:** If any provisions of this contract are held invalid, the remainder of the contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- **Non-Assignability:** Contractor shall not assign any interest in this contract, and shall not transfer any interest in this contract without written consent of the County hereto.
- **Successor:** The parties covenant that the provisions of this contract shall be binding upon heirs, successors, sub-contractors, representatives and agents.