



OPEN ALL INDIAN RODEO

PROPOSAL DOCUMENT

FOR

PROFESSIONAL RODEO LIVESTOCK

CONTRACTING AND RODEO PRODUCTION

Kayenta 4th of July Rodeo

JULY 2017

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Professional Rodeo Livestock Contracting and Rodeo Production Services for the Kayenta 4th of July Rodeo

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INSTRUCTIONS TO PROPOSER

1. RECEIPT OF PROPOSALS

The Kayenta Township (the Owner), will accept proposals from all qualified business entities, including both Navajo owned and non-Navajo owned businesses, for Professional Rodeo Livestock and Production Services (**Rough and Timed Event Stock contractors**). The service consists of providing Professional Rodeo Livestock and Rodeo Production Services for the Kayenta 4th of July Rodeo. The Fixed Cost items of work include personnel and livestock required to perform a three (3) day open rodeo production with one (1) slack and “if” necessary 1(one) additional slack.

Original sealed Proposal clearly marked **“PROPOSAL FOR KAYENTA 4TH of JULY RODEO: PROFESSIONAL RODEO LIVESTOCK CONTRACTING AND RODEO PRODUCTION SERVICES. – DO NOT OPEN”** with required submittal will be received at the Office of Town Manager, P. O. Box 1490, Kayenta, Arizona 86033, until 5:00 p.m. (local time), on **February 24, 2017**. The proposal may be mailed or hand carried to the office. **Faxed or Electronic Proposals will not be accepted.**

2. PROPOSALS

- A. At minimum, a Proposal shall include:
- Name, address, telephone, email, and fax numbers of the Proposer;
 - Date of submission;
 - Brief history of the Proposer including general background of the business’s financial and other resources, and experience in professional rodeo livestock contracting and rodeo production services;
 - The Proposer’s statement of qualification;
 - Subcontractors Listing (if any);
 - Signature of an Official Authorized to Obligate the Proposer;
 - List of Number of Livestock (horses, bulls, and roping steers and calves) to be used to successfully complete the production services;
 - Cost Proposal (in a Separate Sealed Envelope);
 - Proof of Commercial Liability, Worker’s Compensation and Auto Insurance; and
 - Proof of Navajo Preference under the Navajo Business Opportunity Act (“NBOA”), if any.
- B. Qualifications of the individuals proposed on the Contract on any standard Federal, State form or similarly formatted information and must be submitted for all proposed joint ventures, or partnerships.
- C. **A Cost Proposal will include a Cost Schedule, which will include a Fixed Cost Item. Submit the Cost Schedule and Fixed Cost in a separate sealed envelope within the main Proposal package, marked “Cost Proposal”.**
- D. Subject to applicable Navajo law, including without limitation the NBOA, all proposals received by the deadline will be accepted for evaluation. There will be no formal public opening of the Proposals. Proposals received after the established deadline will not be considered and will remain sealed. The Proposer may use any suitable format for the Proposal and no minimum number of pages for the Proposal is set.

3. AWARD OF THE CONTRACT

A. Selection Process

The selection process will be a two-step process: **1) Proposal Evaluation; and 2) Price Negotiation.** A Proposal Evaluation Team will evaluate proposals for professional competence of the proposer to perform the rodeo livestock and rodeo production services as well as for completeness of the proposals. The Township expects to use a point-system for this purpose.

1. **Evaluation:** Factors for evaluation will be the following:

- a.) Proposer's qualifications, including but not limited to, relevant experience and specialized competence in professional rodeo livestock contracting and rodeo production and related services showing examples of similar professional rodeo livestock contracting/rodeo production work, qualification and at least three references for past Professional Rodeo Livestock and Rodeo Productions.
- b.) Capability to provide quality and quantity of livestock. This shall be demonstrated by completeness of the Proposal for the professional rodeo livestock contracting, rodeo production and responsiveness to the Request for Proposal (RFP) in all respects, familiarity with the Navajo Nation and knowledge of the unique issues associated with the annual Kayenta 4th of July Rodeo activities and events.
- c.) Current possession of appropriate certificates/licenses (Professional Rodeo Association Certification, International Rodeo Association Certification, etc.) to perform Scope of Work.
- d.) Assurance to comply with all applicable Navajo Nation Laws, Rules, Regulations, as well as various stipulations, and terms and conditions of the Contract.
- e.) Navajo Preferences, if any.

2. **Price Negotiation**

- a.) Before Proposals Evaluation and subject to applicable law, including the NBOA, the Owner will develop a Maximum Feasible Cost (MFC). Upon completion of the Proposal Evaluation, the **Proposal Evaluation Team** will enter into cost negotiations, if necessary, with the most qualified Proposers. During the negotiation, the Scope of Work will be explained in detail and any reasonable cost reduction measures will be discussed. The Proposers will have a chance to revise their cost proposals. The owner reserves the right to waive any technicalities or informalities in the proposals and reject any and all proposals in its best interest. If negotiations fail to arrive at a reasonable cost, the Owner may make any appropriate decision in the best interest of the Township, taking into consideration such factors as time, cost, etc. **Divulging the MFC and Bid Shopping during negotiation will be strictly prohibited by all parties involved.**
- b.) The Owner will conduct an on-site inspection of the livestock of the most qualified proposer(s) before final selection, if necessary.

B. Consideration of Proposals

1. The Owner shall normally have no more than thirty (30) calendar days after the receipt of the proposals to consider award of the Contract, unless this time is extended for any

reason deemed sufficient in the sole discretion of the Owner. If no award is made within thirty (30) calendar days or within any extended period of time, all proposals shall be considered automatically rejected.

2. Upon completion of proposal evaluation and successful negotiations of the proposals, the Contract will be awarded to the most qualified and responsible Proposer, provided the proposal is reasonable and is in the best interest of the Owner to accept it, in the sole judgment of the Owner. The Owner reserves the right to waive any technicalities or informalities throughout the proposal solicitation process. The total negotiated cost will be utilized by the Owner in comparing proposals and selecting the successful Proposer.

C. Obligation of Proposer

1. At the time of the opening of the proposals, each Proposer will be presumed to have inspected the service area and read and become thoroughly familiar with the Scope of Work and Service area. The failure or omission of any Proposer to examine the site or any form, instrument or document shall in no way relieve any Proposer from any obligation with respect to its proposal.
2. The safety and security of the personnel making site visits will be the sole responsibility of the Proposer. The Proposer is also solely responsible for any and all cost associated with the preparation of the proposal document, including site visit(s).

D. Qualification

1. The Owner will consider proposals from all businesses that are qualified business/professionals that meet or exceed the qualification for the type of service advertised. The Proposer's past performance, organization, experience, knowledge of professional rodeo livestock contracting and rodeo production and related services, caliber of livestock, communication with management, ability to perform and complete services according to its contract, and proposal cost will be the primary factors considered by the Owner in awarding the Contract.
2. Proposer(s) shall add no qualifying provision to its proposals. No consideration will be given to proposed qualifications.

BUSINESS ACTIVITY TAX

The Consultant will be subject to all Kayenta Township Tax Ordinances. A copy of the ordinance imposing such taxes may be obtained from the Kayenta Township Finance Department. All professional services contracts are subject to 5% Kayenta Township sales tax.

SUB-CONTRACT AND ASSIGNMENT

Any person, firm, or other party whom the Proposer proposes to award a Subcontract under this Contract must be acceptable to the Owner. The Proposer and each prospective Contractor must demonstrate compliance with the Navajo Preference requirements contained in the NBOA, the Navajo Preference in Employment Act (NPEA), and other applicable Navajo Nation Laws and Policies.

INSURANCE COVERAGE

The consultant shall maintain adequate insurance coverage as recommended and verified by the Kayenta Township and Navajo Nation Risk Management Program for the entire term of the Contract as noted on Appendix A. The insurance shall name the Kayenta

Township and Navajo Nation as an additional insureds and the Consultant shall provide thirty (30) days' advance notice to the Township of proposed or expected any changes in any such insurance policy. Proof of such insurance shall be attached and shall be made part of the Contract. The failure to fully comply with this provision may render the Contract null and void in the sole discretion of the Owner.

LAWS, REGULATIONS, AND OTHER PROVISIONS

The Proposer's attention is advised that all applicable Laws of the Navajo Nation the Federal Government, and the rules and regulations of all authorities having jurisdiction over the site and the delivery of services shall apply to the Contract throughout, and they will be deemed to be incorporated in the Contract as if fully set forth therein.

The Proposer's attention is called to the NBOA; the Navajo Nation Business Activity Tax; and the various Navajo Nation Statutes and Regulations governing public health and safety, the protection of environmental and cultural resources, and various conditions specified in the Contract document.

END INSTRUCTIONS TO PROPOSERS

GENERAL CONDITIONS

1. All performances must be fully described and approved in advance by the Town Manager.
2. The Contractor shall act as an independent contractor and will not receive any to which the Owner's employees are entitled. The Owner shall not be responsible for the payment of any taxes, permit fees, licenses or other expenses required by the Contractor to conduct the required work or services under the Contract.
3. The Township shall withhold from payment 5% of the total invoice amount associated with work performed in the Township to be credited to the Contractor's tax obligation to the Township.
4. The Contractor agrees to and shall hold harmless and indemnify the Owner against any and all losses, costs, damages, claims, lawsuits, causes of action, equitable remedies, expenses, or any other liability whatsoever, arising out of, or in connection with, the Contractor's work or services under the Contract; provided, however, that nothing in this paragraph is intended to, nor shall it be construed as, a waiver of Owner's sovereign immunity, which is expressly retained..
5. The Determination and Extension of the Contract Time shall be as follows:
 - a. The number of Calendar Days allowed for completion of the work/service shall be stated in the Proposal and the Contract and shall be known as the Contract Time.
 - b. The Owner's estimated Contract Time allowed on this Contract is 60 (sixty) calendar days from effective date of receipt the Notice to Proceed including all Saturdays, Sundays, Holidays, and non-working days.
 - c. When the Contract Time has a specified completion date it shall be the date on which all work/service shall be completed.
6. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the work/service described herein, is a reasonable time.
 - a. If the Contractor fails to complete the work/service within the Contract Time, or within any written extension of time granted by the Owner in Owner's sole discretion, then the Contractor will be responsible for any damages incurred by the Owner, including without limitation the cost to secure the work or services through another contractor and any other additional cost caused by the delay in completion of the work/service.
7. All disputes over the performance work or service as specified in the Contract will be settled under the Laws of the Navajo Nation. Nothing herein shall be construed as a waiver of the Owner's or the Navajo Nation's sovereign immunity.
8. The Contractor shall perform and provide services as specified in the Contract. If any work or service is and remains unacceptable during the Contract Time, the sum specified in the Contract for such work or service shall be deducted from any money due or to become due to the Contractor as liquidated damages. Such deducted sum shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of otherwise difficult or impossible to calculate damages that shall have been incurred by the Owner. In particular, and by way of example and not exclusion, if the Contractor has re-rides in the rodeo rough stock events (bareback, saddle bronc and bull riding),the Contractor agrees to and shall pay, as Liquidated damages, the sum of \$10.00 per rough stock animal per performance until the acceptance of work/service by Owner.

9. Permitting the Contractor to continue and finish the work/service or any part of it after the time fixed for its completion, or after the date to which for completion may have been extended, shall in no way operate as a waiver of the Owner's right under this Contract.
10. The performance will be evaluated on the basis of the terms and requirements of the Contract. The Owner may terminate the Contract at any time if the Contractor work or services provided are not satisfactory, or if the Contractor fails to submit required reports and other documents as requested by the Owner with previous defined time schedules, or if the Contractor fails to verify invoices submitted to the Owner for payment.
11. The Contractor shall carry adequate liability insurance for its workers as required and appropriate under any applicable laws.
12. The obligations of the Owner under the Contract are contingent upon the availability of appropriations to carry out the same.
13. The Contractor agrees to advise its employees that:
 - a. The manufacture, dispensation, or safe, offer of sale, purchase, use, transfer, or possession illegal drugs or alcohol on the job site is prohibited.
 - b. Employees while on the Owner's premises are prohibited from being under the influence of alcohol, ("under the influence" means: the employee effected by alcohol in any detectable manner);
 - c. Entry onto the job constitutes consent to an inspection of the employee and his/her vehicle and personal effects while entering, upon, or leaving the site; and
 - d. Any employees who are found in violation of the Policy or who refuse to permit an inspection shall be promptly removed by the Contractor and may be removed or barred from the Township and/or the Navajo Nation at the discretion of the Owner.
14. The Contractor shall be solely responsible for initiating, maintaining and supervising safety precautions and programs in connection with work/services.

END OF GENERAL CONDITIONS

SCOPE OF WORK

1. BACKGROUND

Ya'at'eeh!

Kayenta serves as the first home-rule municipality established on the great Navajo Nation as a permanent political sub-division. This local government has been established by local visionaries who understood the need to harness local empowerment, in its truest form, for the stability and well-being of Kayenta's economic future.

2. SCOPES

The Contractor shall provide professional rodeo livestock and personnel in accordance with PRCA rules and requirements to the Kayenta Township for the Kayenta 4th of July Open All Indian Rodeo for the year 2017. The services shall be performed to ensure Kayenta Township receives the best value from both a cost and professional prospective. The services will consist of the following:

Furnish and provide bullfighters, bullfighting services, pick-up men, flankmen, and equipment to protect contestants from serious injuries that may be caused by bucking livestock for the duration of the Kayenta 4th of July Rodeo at the Kayenta Rodeo Grounds.

Furnish and provide quality livestock for all timed events and rough stock events in accordance with Kayenta 4th of July Rodeo specifications and requirements for the duration of the Kayenta 4th of July Rodeo, as follows:

- Bareback Event – bucking horses (Projected event entries 20) **2 go-rounds and finals**
- Saddle Bronc Event – bucking horses (Projected event entries 20) **2 go-rounds and finals**
- Bull Riding Event – bucking bulls (Projected event entries 60) **long-go**
- Jr. Bull Riding Event- Jr. Bulls (projected event entries 15) **long- go**
- Timed Events – steer wrestling, team roping, breakaway, calf roping, barrel racing, Jr. Barrel Racing and #9 Team Roping(capped @ 5). **long-go. See Table “A” – page 11**

Furnish and provide all rodeo event production personnel for the duration of the Kayenta 4th of July Rodeo, Kayenta, Arizona, including

- Pick up men (2 minimum)
- Flankman (1 minimum)
- Bull Fighter Preferred

Furnish and provide all necessary transport of livestock for the duration of the Kayenta 4th of July Rodeo, Kayenta, Arizona.

Furnish and provide all necessary health inspection, certificates and documents/permits for livestock the duration of the Kayenta 4th of July Rodeo, Kayenta, Arizona.

Furnish and provide proof of all necessary insurance policies to be in force during the event duration.

The CONTRACTOR shall be available at four (4) main performances and one (1) slack for the Kayenta 4th of July Rodeo in 2017 for the entire duration of such performances and slack,

and of any additional performances and slack as reasonably deemed necessary by Owner. All times are according to local time. The Kayenta 4th of July Rodeo is scheduled:

July 2	July 3	July 4
8:00 a.m. Slack Performance	<i>8:00 a.m.</i> <i>Slack Performance if needed</i>	1:00 pm Rodeo Performance
7:00 p.m. Rodeo Performance	7:00 p.m. Rodeo Performance	7:00 pm Rodeo Performance

Kayenta 4th of July Rodeo dates are subject to change.

The CONTRACTOR shall be available at the Kayenta Rodeo Ground at a sufficient time prior to the scheduled main and slack performances and be thoroughly prepared to perform the services. Care and maintenance of all equipment shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall comply with rule of Professional Rodeo Cowboys Association (PRCA) adopted by the Kayenta Township.

TABLE-A 2017 KAYENTA 4TH OF JULY RODEO

<i>EVENT:</i>	<i>CONTESTANT ENTRIES:</i>	<i># OF GO-ROUNDS:</i>	<i>TOTAL # OF OUTS:</i>	<i>TOTAL # OF STOCK REQUIRED:</i>
Bareback	20	2	40	40
Saddle Bronc	20	2	40	40
Bull Riding	60	1	60	60
Tie-Down	N/L	1		
Steer Wrestling	N/L	1		
Ladies Breakaway	N/L	1		
Team Roping	N/L	1		
Jr. Breakaway	15	1	15	15
Jr. Bull Riding	15	1	15	15
#9 Incentive Team Roping	N/L	1		
<i>ADDITIONAL SERVICES REQUIRED BY CONTRACTOR</i>				
Insurance Coverage	Commercial Liability-NN	To be provided by the Contractor		
Pick-up Man	02	To be provided by the Contractor		
Flank Man	01	To be provided by the Contractor		
Bull Fighter	02	To be provided by the Contractor		
Barrel Man (Funny Man)	01	To be provided by the Contractor		
Labor	Back pens workers	To be provided by the Contractor		
Hay		To be provided by the Contractor		
Feed		To be provided by the Contractor		
<i>FURNISHED BY KAYENTA TOWNSHIP</i>				
Timer	01	Certified		
Secretary	01	Township personnel		
Rodeo Announcer	01	Must provide own sound system		
Rodeo Judges	03	Certified		
Fire Work Show	30 minutes (duration)	Kayenta Fire Department		
National Anthem Fireworks	03 nights (7pm performance)	Kayenta Fire Department		
<i>ADDITIONAL NOTES:</i>				
1. Slack Performance if necessary				
2. Amounts includes re-rides & re-draws on all stock				
3. Contestant entries are calculated by average from previous year				

END SCOPE OF WORK

SPECIAL PROVISIONS FOR THE SCOPE OF WORK

- A.** All rodeo productions must be approved in advance by the Town Manager
- B.** Contractor will be required to work on-site in the Kayenta Rodeo Ground for the hours required to produce a successful rodeo production.
- C.** Payment to the Contractor shall be made upon the completion of Kayenta 4th of July Rodeo provided that the Contractor timely submits its invoice, with appropriate detail, to the Kayenta Township
- D.** Any Rodeo livestock and rodeo production disputes must be resolved before a payment will be made to the Contractor. The Kayenta Township will not make payments for any work or service which is the subject of a pending dispute.
- E.** The Contractor is required to provide high caliber rough stock and fresh even timed event livestock as specified in PRCA Rules. Re-rides and Re-draws will not be tolerated.
- F.** The Contractor shall become familiar with the Kayenta Rodeo Ground and conditions related to the Scope of Work at its sole time and expense. No payments will be made for such activities.
- G.** Any travel costs incurred by the Contractor under this Contract and not specifically stated in the Contract to be subject to reimbursement by the Owner shall be at Contractor's sole expense and shall not be reimbursed by the Owner.
- H.** The products of the Consultant's work and services under the Contract shall and will remain the property of the Township. Copies of all correspondence, reports, and final invoices to this Contract will be furnished to:

Town Manager
Kayenta Township Commission
PO Box 1490
Kayenta, Arizona 86033
- I.** The cost of lodging shall be the sole responsibility of the Contractor.

END OF PROPOSAL DOCUMENTS

Appendix A

Minimum Insurance Requirements Consulting and Professional Services

Limits Required

The CONSULTANT shall carry the following limits of liability as required below:

Commercial General Liability	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection (if applicable)	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	\$ 1,000,000
Coverage B (Employers Liability)	\$ 500,000
	\$ 500,000
	\$ 500,000
Professional Liability (Errors and Omissions)	
Each Occurrence/Incident/Claim	\$ 1,000,000
Aggregate	\$ 2,000,000