



# PROPOSAL DOCUMENT

FOR

RODEO PRODUCTION

Kayenta 4<sup>th</sup> of July Rodeo

JULY 2019

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## INSTRUCTIONS TO PROPOSER

### 1. RECEIPT OF PROPOSALS

The Kayenta Township (the Owner), will accept proposals from all qualified business entities, for **(Production Services)**. The service consists of providing Professional Rodeo Production Services for the Kayenta 4<sup>th</sup> 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.

Original sealed Proposals clearly marked **“PROPOSAL FOR KAYENTA 4<sup>TH</sup> of JULY RODEO: PROFESSIONAL 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 December 31, 2018. The proposal may be mailed or hand carried to the office. **Faxed or Electronic Proposals will not be accepted. Incomplete proposals will not be accepted/ reviewed.**

### 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 production services;
- The Proposer’s statement of qualification;
- 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);
  - Cost proposal will be a percentage of revenues taken in from Rodeo.
- 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 Fixed Percentage Cost.** Submit the Fixed Percentage 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 2) Negotiation** A Proposal Evaluation Team will evaluate proposals for professional competence of the proposer to perform the 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 production and related services showing examples of similar professional rodeo production work, qualification and at least three references for past 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 4<sup>th</sup> of July Rodeo activities and events.
- c.) Assurance to comply with all applicable Navajo Nation Laws, Rules, Regulations, as well as various stipulations, and terms and conditions of the Contract.
- d.) 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 percentage 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 percentage, 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.**

#### 3. Consideration of Proposals

- a.) 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.
- b.) 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.

#### 4. Obligation of Proposer

- a) 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.
- b) 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).

#### 5. Qualification

- a) 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.
- b) Proposer(s) shall add no qualifying provision to its proposal. 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 6% Kayenta Township sales tax.

### **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 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..
4. 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 240 (two hundred forty) 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. The Contractor shall carry adequate liability insurance for its workers as required and appropriate under any applicable laws.
11. The obligations of the Owner under the Contract are contingent upon the availability of appropriations to carry out the same.
12. The Contractor agrees to advise its employees that:
  - a. The manufacture, dispensation, or sale, 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.
13. 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 4<sup>th</sup> of July Rodeo for the year 2019. 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 4<sup>th</sup> 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 4<sup>th</sup> of July Rodeo specifications and requirements for the duration of the Kayenta 4<sup>th</sup> of July Rodeo, as follows:

- Bareback Event – bucking horses (Projected event entries 20)
- Saddle Bronc Event – bucking horses (Projected event entries 20)
- Bull Riding Event – bucking bulls (Projected event entries 60)
- Jr. Bull Riding Event- Jr. Bulls (projected event entries 15)
- Timed Events – steer wrestling, team roping, breakaway, calf roping, barrel racing, Jr. Barrel Racing and #9 Team Roping(capped @ 5).

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

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

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

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

Furnish and provide Sound announcer and all equipment, necessary to put on a successful rodeo.

Furnish and provide individuals to collect gate admission, concession, provide security, porta-johns and allow access to necessary inspectors.

Furnish and provide public safety personnel EMT, Police and Fire for the Kayenta 4<sup>th</sup> of July Rodeo.

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

The Contractor is responsible for seeking additional sponsorship for the rodeo and is responsible for any advertising associated with the Kayenta 4<sup>th</sup> of July Rodeo.

The Contractor is responsible for CES, judges and timers.

Furnish and provide all necessary items not listed above to run a successful Kayenta 4<sup>th</sup> of July Rodeo.

The CONTRACTOR shall be available at four (4) main performances and one (1) slack for the Kayenta 4<sup>th</sup> of July Rodeo in 2018 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 4<sup>th</sup> of July Rodeo is scheduled:

July 2	July 3	July 4
8:00 a.m. Slack Performance	7:00 p.m. Rodeo Performance	1:00 pm Rodeo Performance
7:00 p.m. Rodeo Performance		7:00 pm Rodeo Performance

*Kayenta 4<sup>th</sup> 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.

## **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 4<sup>th</sup> 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:

<b>Commercial General Liability</b>	
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
<b>Automobile Liability</b>	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection (if applicable)	Statutory
<b>Workers' Compensation</b>	
Coverage A (Workers' Compensation)	\$ 1,000,000
Coverage B (Employers Liability)	\$ 500,000 \$ 500,000 \$ 500,000
<b>Professional Liability (Errors and Omissions)</b>	
Each Occurrence/Incident/Claim	\$ 1,000,000
Aggregate	\$ 2,000,000