

REQUEST FOR PROPOSAL

ROUGH STOCK RODEO PRODUCTION SERVICES



RFP FOR RODEO PRODUCTION SERVICES
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Benton County Event Center & Fairgrounds

110 SW 53rd St.

Corvallis, OR 97333

Phone: 541-766-6521/ Fax: 541-766-6865

Website: www.bentoncountyfair.net

STATEMENT OF PURPOSE

Benton County Event Center & Fairgrounds (COUNTY) seeks proposals from professional stock contractors hereinafter referred to as CONTRACTOR; in which to issue a contract to provide rodeo stock and production services for the Benton County Fair & Rodeo, NPRA Sanctioned Rodeo. The selected Contractor must be approved and certified by the Northwest Professional Rodeo Association (NPRA) and will be expected to furnish all stock, equipment, supplies, and labor necessary to provide rodeo production services as outlined in this request for proposal.

COUNTY intends to enter a one (1) year contract, with the possibility of two, one-year extensions from the period 2024-2026. The first-year term of the contract ends on August 31, 2024. This expiration date may be extended twice, on an annual basis, upon written agreement by both parties. In no event shall the contract and the extensions allowed exceed three (3) years or August 31, 2026.

GENERAL INFORMATION

- A. Please respond to: Benton County Event Center & Fairgrounds
Attn: Jeramie Martin, Fairgrounds Manager
110 SW 53rd Street
Corvallis, OR 97333
jeramie.martin@bentoncountyor.gov
(541) 766-6348
- Mail and Email submittals will be accepted.
 - Fax submittals will not be accepted.
 - Proposals must be received by **5:00 p.m. PST, Thursday, November 9th, 2023.**
- B. Selected Contractor for providing rodeo stock and production services will perform operations at the Benton County Fairgrounds in the Outdoor Arena.

I. RULES AND TECHNICAL EVALUATION FOR PROPOSALS

A. RFP Requirements and Conditions

1. The COUNTY has established certain requirements with respect to proposals submitted by prospective proposers. The use of "shall", "must", or "will", indicates a mandatory requirement or condition. Failure to include such mandatory requirements and/or conditions may result in the disqualification of a proposal.

The words "should" or "may" indicate a desirable attribute or condition but are permissive in nature and may affect the contract award.

2. Grounds for rejection

- a. Proposal contains false or misleading statements
- b. Proposal is not signed
- c. Proposal fails to meet mandatory requirements
- d. Proposal is not in compliance with all prescribed bidding procedures
- e. Proposal is not submitted on time

3. Other Information

- a. All materials submitted in response to this RFP become the property of the County. All proposals and materials submitted by proposer shall be available for public inspection at the conclusion of the selection process. Materials may be returned only at the County's discretion and at the proposer's expense. One (1) copy of the proposal shall be retained for official County files.
- b. The County will hold the contents of all proposals in confidence until announcement of the award of contract. Once the announcement of award is issued, no proposal will be treated as confidential.
- c. Any proposal which is received by the County before the time and date set for receipt of proposals may be withdrawn or modified by written request of the proposer. However, to be considered, the modified proposals must be received by the proposal deadline of 5:00 pm Pacific Standard Time, Thursday, November 9, 2023. A proposal cannot be "timed" to expire on a specific date. For example: "This proposal and the cost of estimate are valid for 60 days". This statement is non-responsive to the RFP.
- d. The County will give preference for "Resident Bidders" as defined in ORS 279A.120; Preference for Oregon goods and services; nonresident bidders.
Please check the box below that applies to you:
 Non-Resident Bidder
 Resident Bidder
- e. It is the policy of the County not to solicit proposals unless there is bona fide intention to award a contract. However, the County may decide not to award a contract if all proposals are deemed not in the best interest of the Benton County Fair & Rodeo.
- f. The County may reject any bid not in compliance with all prescribed bidding procedures and requirements and may reject for good cause any or all bids or proposals upon a finding of the County that is in the public interest to do so.

II. HISTORY AND GENERAL BACKGROUND INFORMATION

The mission of the Benton County Event Center & Fairgrounds is to operate a special events center in a rural setting. Produce an exceptional annual County Fair and other community events which benefit all Benton County residents, especially youth and families who showcase agriculture and natural resources which enhance economic growth in Benton County. This also increases the value of the event center & fairgrounds as a community asset while efficiently generating revenue to staff and maintain the event center & fairgrounds facilities.

The Benton County Fair & Rodeo has been a proud tradition for over a century. The goal of the County Fair is to promote the diverse agricultural and cultural heritage of Benton County through active participation of its citizens. The Benton County Fair & Rodeo has a paid gate and offers a large selection of day and night grounds, main stage, community stages, and arena entertainment.

A. BENTON COUNTY FAIR & RODEO

1. FAIR & RODEO DATES and TIMES

The Fair will run for four (4) days starting on Wednesday preceding the first Saturday in August and ending on the first Saturday of August. Subject to change.

a) Fair Dates:

- 2024: July 31 through August 3
- 2025: July 30 through August 2
- 2026: July 29 through August 1

b) Fair Hours:

- 11:00 a.m. to 11:00 p.m.

c) Rodeo Days and Times:

- Wednesday 7:00 p.m. All Girls Rodeo
- Thursday 7:00 p.m. NPRA Rodeo with slack performance to follow
- Friday 7:00 p.m. NPRA Rodeo

2. HISTORICAL FIGURES

a) Attendance:

- 2023 – 26,278
- 2022 – 26,155
- 2019 – 22,195
- 2018 – 26,525

III. STATEMENT OF WORK TO BE PERFORMED

- A. Contractor will furnish all livestock and assistance to produce two (2) nights of NPRA sanctioned professional quality rodeo with one (1) Slack performance and provide cattle for one (1) All Girls Rodeo (Team Roping and Breakaway Roping).
- B. Performance times for the NPRA rodeos will be Thursday and Friday starting at 7:00 p.m. The All Girls Rodeo is scheduled for Wednesday, July 31, 2024 at 7:00 p.m.
- C. There will be one (1) "Slack" performance on Thursday following the NPRA rodeo.
- D. Contractor must be approved and certified by the Northwest Professional Rodeo Association (NPRA).
- E. Contractor to oversee, coordinate and staff all event activities including announcers unless specifically provided by the Fairgrounds Manager as outlined in this proposal. The Fairgrounds Manager may make exceptions or adjust the scope of work as needed to accommodate the event.
- F. Contractor shall demonstrate a high degree of experience, professionalism, and performance during the term of the contract period.
- G. Contractor shall, at all times during the contract period, use care that is reasonable and prudent to ensure the safety of all personnel, stock, and the public.
- H. Contractor is responsible for all entry fees and shall disburse the added money in the amount of \$6,600.00 to the event winners of the Rodeo performances held during the Benton County Fair & Rodeo, as per Attachment B.

IV. FORMAT AND CONTENT REQUIREMENTS

A. Introduction

These instructions prescribe the mandatory proposal formation and the approach for the development and presentation of proposal data. Proposal format instructions must be adhered to and all questions must be answered and all requested data must be supplied. Failure to prepare the proposals in the

following required format may result in elimination of the proposal from evaluation.

B. Proposal Format

1. Proposals must include a cover letter on the letterhead of the proposer, must be signed by an authorized person and contain the following statement:

"Submission of this proposal signifies that all terms, conditions, requirements, procedures, performance measures and instructions concerning the award of the RFP to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, it is agreed that failure to have provided accurate and truthful information in this proposal or any deviation from any requirements or performance measure stated in the RFP shall constitute grounds for rejection of this proposal."

Each bid must contain a statement as to whether the bidder is a resident bidder as defined by ORS 279A.120.

2. The organization of the response shall be as follows:

- a. All pages must be on 8 1/2"x11" paper
- b. Completed forms as follows: (forms attached)
 - Rodeo Stock and Production Service Specifications; Attachment "B"
 - Event Added Money; Attachment "C"
 - Contractor Status Form; Attachment "D"
- c. All narrative portions of the proposal shall be double-spaced and include any additional information as requested in # III above.
- d. Each narrative page of the proposal shall be numbered in consecutive fashion.
- e. Each point under # III above shall be addressed fully.
- f. The outside of the Proposal envelope shall plainly state the following:
 - "Proposal for Rodeo Stock and Production Service"
 - Proposer's name and address

C. Proposal must address the following;

1. Company Information: Legal Business name and any DBA's, address, phone number(s), fax number(s), e-mail(s), and website address. Include names and information on corporate officers, general partners, sole proprietor(s), managers, key employees and a brief company history.
2. Proposal shall show the present business address of the Proposer at which communications from the County and notices served are to be received.
3. Statement of Operation: Provide statements relative to management philosophies, public relations policies, handling of customer complaints, employee hiring practices, and appearance of employees.
4. The proposal must be signed by a person(s) authorized to legally bind the Contractor and must contain a statement that this proposal and the financial terms proposed therein shall remain firm to this request for proposal.
5. Experience of Contractor: Contractor must indicate, in detail, its experience in providing services at similar facilities for events, fairs, and festivals.
 - a. A list of all accounts/clients currently owned or under contract. This list must include the name and telephone number of the contract administrator or contact for each account.
 - b. References (at least three (3))

- c. Other relevant information.
- 6. Proposal must include proof of NPRA qualification as a stock contractor.
- 7. Contractor must answer the following questions:
 - a. Has Contractor ever been found out of compliance with laws or rules of any state, federal or local governing entity? If so please describe the type of violation(s), penalties imposed, and any other pertinent information.
 - b. Has Contractor or its principals ever been sued for a violation of state laws? If so, please describe the suit and the resolution.
- 8. Insurance Certificate and letter from Contractor's Insurance Agent showing Contractor maintains insurance acceptable to the County in full force and effect throughout the term of this contract meeting all requirements stated in ATTACHMENT A, Insurance Requirements.
- 9. Hold Harmless/Indemnification: The Lessee shall indemnify, defend and hold harmless Benton County, Benton County Event Center & Fairgrounds, the County's officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the Contractor, or sub-contractor caused by or arising out of the performance, act or omission by Lessee of any term of this contract. Contractor's obligation to indemnify, defend, and hold harmless Benton County shall not be eliminated or reduced by an actual or alleged concurrent negligence of Benton County or its agents, agencies, employees and officials.

(Contractor Initials)

V. CONTRACT TERMS AND CONDITIONS

The below terms and conditions will become part of the contract.

- A. All pertinent local laws and ordinances will be adhered to permits and licenses will be obtained as required.
- B. CONTRACTOR must maintain one or more representatives authorized to take immediate action upon any request of Fair Management at all times during the time the CONTRACTOR'S property is on the Fairgrounds. This person must be identified to the COUNTY as the CONTRACTOR'S authorized representative.
- C. CONTRACTOR shall notify COUNTY and provide a list of all items CONTRACTOR sub-contracts out to other contractors.
- D. The CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract. The policy or policies of insurance shall meet all requirements stated in ATTACHMENT A, Insurance Requirements.
- E. If CONTRACTOR employs one or more workers as defined in ORS 656.027, and such workers are subject to ORS 656.001 to 656.794, CONTRACTOR shall maintain current and valid Worker's Compensation Insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.
- F. The contract to expires on August 31, 2019. This agreement may be extended each year up to 2 additional years, upon written agreement by both parties. In no event shall the contract and the extensions allowed, exceed three (3) years.
- G. CONTRACTOR is responsible for meeting all requirements and meeting the deadline(s) set by the Benton County Fair & Rodeo. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the performance of the work provided for in such contract.

- H. CONTRACTOR shall pay all contribution or amounts due to the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- I. CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the State, County, School, District, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished.
- J. CONTRACTOR to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

VI. EVALUATION CRITERIA

All proposals will be considered on the basis of:

- A. Qualifications to meet the statements of work described in Section III (40%)
- B. Proposed price (50%)
- C. References (10%)

VII. COMMENT AND COMPLAINT PROCESS

- A. If there are questions on any sections of this RFP, or comments on any specifications that may limit completion, please submit them in writing by February 26, 2019 and they will be answered by March 1, 2019. All questions and answers will be forwarded to everybody to whom we have sent copies of this RFP.
- B. Any complaints received in writing and addressed to the Benton County Event Center & Fairgrounds, Manager by March 1, 2019 will be shared with all proposers. All complaints received after the bid has been awarded will be handled pursuant to BENTON COUNTY Code 2.805

VIII. SUBMISSION

- IX. Final Proposals must be received on or before **5:00 p.m. PST Thursday, November 9, 2023**. Proposals will be opened and reviewed Monday, November 13th, 2023 at 11:00am PST in the Benton County Event Center & Fairgrounds located at 110 SW 53rd Street, Corvallis, OR, 97333.
- X. Please send proposals to:

Benton County Event Center & Fairgrounds
Attn: Jeramie Martin, Fairgrounds Manager
110 SW 53rd Street
Corvallis OR 97333

- C. Email submittals of proposals will be accepted.
jeramie.martin@bentoncountyor.gov
- D. No fax submissions will be accepted.



ATTACHMENT A INSURANCE REQUIREMENTS

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract.

It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. CONTRACTOR shall not commence any work until CONTRACTOR obtains, at CONTRACTOR's own expense, all required insurance as specified below. Such insurance must have the approval of Benton County Counsel as to limits, form and amount. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages.

General Liability including personal injury, bodily injury and property damage with limits as follows:

Either

_____ \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.

Or

\$2,000,000 Per Occurrence / \$4,000,000 General Aggregate / \$4,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per project.

Automobile Liability Covering any vehicle used on County business

Either

_____ \$1,000,000 per accident

Or

\$2,000,000 per accident

Worker's Compensation Per Oregon State Statutes

_____ **Professional Liability** limits not less than \$1,000,000 Per Claim and \$1,000,000 annual aggregate with 24 months tail coverage.

_____ **Property of Others in Transit** (if Contractor to haul County Equipment) limits to be not less than \$100,000 per occurrence / \$500,000 General Aggregate

If this contract extends beyond July 1, 2019, the above limits shall rise to the limits established in the Oregon Tort Limit Act, ORS 30.260, 30.261, 30.272, and 30.273. Contractor must provide proof of increased insurance coverage to coincide with statutory increases in the tort liability caps.

CONTRACTOR'S general liability and automobile insurance must be evidenced by certificates from the insurers. The policies shall name Benton County, its officers, agents and employees as additional insureds and shall provide Benton County with a 30-day notice of cancellation.

Worker's compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name Benton County as an additional insured, but must list Benton County as a certificate holder and provide a 30-day notice of cancellation to Benton County.

Certificates of Insurance shall be forwarded to:

Benton County Event Center & Fairgrounds
110 SW 53rd Street
Corvallis, OR 97333

CONTRACTOR agrees to deposit with the COUNTY, at the time s/he returns the executed contract, Certificates of Insurance or Binders of Insurance if the policy is new or has expired, sufficient to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the COUNTY during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this contract.

ATTACHMENT B

RODEO STOCK AND PRODUCTION SERVICE SPECIFICATIONS

I. Statement of Qualifications

- A. Provide a brief statement of why your Company is qualified to provide rodeo production services for the Benton County Fair & Rodeo.

II. Company Background

- A. Provide a brief history of the company including:
- Years in business under present name and previous names
 - Whether the company is a corporation, partnership, or other type of organization.
 - Names of officers of the company
 - Name and address of office location
 - Number of employees at each office
 - Number of permanent full-time employees

III. List of Recent Attractions Where You Provided Services

- A. Provide a list of Fairs, Rodeos, or other events and managers and/or contact names, addresses, and phone numbers for which your company has provided rodeo production services for, during the last two years. They should indicate reliability of your operation, appearance of personnel, etc., and any other items relevant to your performance.

IV. Contractor will produce the following rodeo events:

- Bareback Bronc Riding
- Saddle Bronc Riding
- Bull Riding
- Women's Barrel Racing
- Steer Wrestling
- Team Roping
- Tie down Roping
- Breakaway Roping

V. The Contractor will be expected to supply and supervise the following:

- All Livestock & care of all livestock (feeding, watering, veterinary, etc)
- Hay/Feed for all horses and livestock
- Flankmen
- Two Pickup Men
- Judges & Timers
- Chute Bosses
- Two Bull Fighters
- Rodeo Clown (must be approved by Fairgrounds Management)
- Announcer (must be approved by Fairgrounds Management)
- Background Music
- Promotions of events to secure participants in each required event
- Management of rodeo production services, contestants, and entries for required events.
- NPRA Rodeo Secretary:

- Provide a list of Contestants for each event the week prior to the rodeo commencing
- Taking of participant entry fees
- Disbursement of monies to event winners at the end of the rodeo
- Provide a list of Event Winners at the end of the last event on the final day of the Rodeo.
- Copies of Certifications from NPRA
- Administrator and provide Clerical assistance for production services and contestant management in its entirety (entries, payouts, waivers, etc.)
- Certificate of Insurance prior to the Fair

VI. Benton County Event Center & Fairgrounds will provide:

- RV space for Stock Contractor
- Added Money (County will provide a check to Contractor for the added money)
- Outdoor Arena & Equipment set up for Rodeo
- National Anthem Singer or Music
- Benton County Rodeo Queen will present the Flag
- Benton County Rodeo Queen and help from visiting royalty will present sponsor flags
- Tractor and operator for ground preparations to till and work Rodeo Arena
- Fair staff will work with Benton County Rodeo Committee and Stock Contractor administering the event in its entirety.
- Benton County Rodeo Committee to help provide 4 to 5 volunteers where needed to help with the production each day of the Rodeo.
- Trash containers and grounds clean up
- Area for Announcer and a PA sound system

VII. Other Fees/Charges and Additional Items

- A. Please list all other charges additional to this request for bid.

RODEO STOCK AND PRODUCTION SERVICES
Request for Proposal for the Benton County Fair & Rodeo

ATTACHMENT "C"

ADDED EVENT MONEY

1. Added prize money for each event as follows:

Event	Added Money
Bareback Bronc Riding	\$ 1000.00
Saddle Bronc Riding	\$ 1000.00
Bull Riding	\$ 1000.00
Tie Down Roping	\$ 600.00
Steer Wrestling	\$ 600.00
Women's Barrel Racing	\$ 600.00
Team Roping	\$1,200.00
Breakaway Roping	\$ 600.00
TOTAL	\$6,600.00

ATTACHMENT D

CONTRACTOR STATUS FORM

Name _____
County _____
Address _____
Fed. ID# _____
City,State,Zip _____

1. STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS
_____ Individual _____ Ltd. Partnership _____ General Partnership _____ Corporation

A. Individual:
If a sole proprietorship, state the true name of sole proprietor:

B. Partnership:
If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

C. Corporation:
If a corporation, place and date of incorporation;

Date Corporation was authorized to do business in Oregon:

President: _____
Vice-Pres.: _____
Secretary: _____
Treasurer: _____
Other Officers _____

D. Name and address of Oregon registered agent as required by law:

E. Is any Civil or Criminal Litigation Currently Pending Against the Organization, Owners, Officers or Employees: Please check one:
_____ Yes _____ No

If yes, explain _____
