Oral communication from Rodeo Austin officers or employees concerning the RFP shall not be binding on Rodeo Austin, and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.
PART I – PROPOSALS

Rodeo Austin® is seeking proposals for carnival operation and/or a sophisticated fairgrounds payment system. Depending on the qualifications, one or more companies may be contracted to fulfill these needs. The contract(s) will commence with Rodeo Austin 2017 in March, exact dates to be determined.

Rodeo Austin is seeking proposals for a carnival operator to provide high quality rides, food booths, games and other amusements. The five-year carnival gross average is $2.25 million, which includes revenue from rides, games, concessions and other amusements. Approximately 10 acres of space will be provided to accommodate the carnival. The area is comprised of asphalt and grass. The carnival operator must provide all electricity for the carnival operation via generator. All carnival personnel shall park outside of the carnival area in designated parking lots. All support equipment, including but not limited to trucks and trailers, shall be parked off-site approximately four miles away for the duration of the event. A maximum of three key carnival personnel will be permitted to stay on the fairgrounds overnight in RVs provided by carnival operator; carnival operator is responsible for making off-site housing arrangements for all other personnel.

Rodeo Austin will sell carnival tickets and/or wristbands to the fairgoing public in advance of the event. Pricing will be determined in mutual agreement with the carnival contractor. Rodeo Austin will staff all front gates during the event.

In addition or separately contracted from the carnival, Rodeo Austin is seeking proposals for a sophisticated payment system (i.e. smart card, token, Apple Pay, etc.) for the carnival, independent fairgrounds food booths and Rodeo Austin concessionaire. All independent fairgrounds food vendors will operate under the payment system.
PART II – BACKGROUND AND GENERAL INFORMATION

Rodeo Austin is a 501 (c)(3) non-profit organization that contributes more than $2.6 million annually to the youth of Texas. Through its acclaimed Livestock Show, Fair, Rodeo and other fundraisers, Rodeo Austin continues to advance its mission of Promoting Youth Education – Preserving Western Heritage. While delivering superior entertainment and boasting an economic impact that exceeds $77 million annually, Rodeo Austin is an established community tradition founded in 1938. Staying true to the official sport of Texas, Austin is home to one of America’s top 10 ProRodeos. Rodeo Austin is one of the largest non-profit collegiate scholarship providers in central Texas. Proceeds from Rodeo Austin as well as funds generated from 36 endowments are used for funding annual scholarships.

BBQ Austin takes place over two days the week prior to the Fair and Rodeo. BBQ Austin consists of a BBQ competition cook-off, free BBQ sampling to the public, carnival and live music. The fairgrounds will be dark for six days between BBQ Austin and the start of the Fair and Rodeo.

The Fair and Rodeo takes place over 15 days each March and has an attendance of approximately 250,000. The event is located at the Travis County Exposition Center in east Austin. Traditionally one week of the Fair and Rodeo will overlap Austin ISD Spring Break.

Rodeo and Concert
Rodeo Austin hosts 15 nights of ProRodeo with an annual in-arena attendance of approximately 71,000. Each rodeo is paired with main stage entertainment featuring a national recording artist. A rodeo and concert ticket grants the fairgoer access to the fairgrounds, carnival area, rodeo and concert. The rodeo begins at 7:00 p.m. and is immediately followed by the concert, which ends at approximately 10:00 p.m. Sunday rodeos begin at 3:00 p.m. and the concert will end at approximately 6:00 p.m. The Rodeo Arena seats 6,500. Past concerts have included Nelly, Maroon 5, Willie Nelson, Destiny’s Child, Lady Antebellum and many more.
Fairgrounds
The fairgrounds offer a variety of entertainment for fairgoers and their families. In addition to the carnival, there are more than 150 commercial vendors. The fairgrounds host a variety of family attractions including a petting zoo, pony rides and a milking parlor. In addition, various shows are contracted annually. Past shows have included dog agility, equestrian trick roping, pig races and more. Fairgrounds admission grants access to the aforementioned areas.

Stock Show
Rodeo Austin hosts 15 livestock and horse shows in the Show Barn. The Competitive Events program had 8,000 entries in 2015. The largest shows are the junior market livestock shows for 4-H and FFA participants. Each show brings out exhibitors, their teachers and their families.

PART III – SCOPE OF CARNIVAL OPERATION

The sections below describe a broad summary of the carnival contract. A detailed contract will be issued to the awardee of the carnival operation. The carnival operator is hereinafter referred to as “Contractor”.

A. Carnival Operation

Contractor shall provide a fully operational carnival including quality rides, food booths, games and other amusements. Contractor shall indicate if he is the owner of each ride. Loss runs for all proposed rides will be evaluated before rides are approved by Rodeo Austin.

Contractor shall provide at a minimum*:

1. 35 Adult rides
2. 11 Children rides
3. 6 Children rides for north fairground area (non-carnival area)
4. 30 Games and amusements
5. 20 Food booths

*Rodeo Austin will consider a different ride breakout if support is provided.
B. Performance of Contract

All games, food booths and amusements shall be maintained in good repair, fully staffed and available for operation during the hours BBQ Austin and Rodeo Austin are open. In the event that less than 95% of Contractor’s proposed games, food booths and amusements are available for operation, Contractor shall pay Rodeo Austin Five Thousand Dollars and no/100 ($5,000.00) per day as liquidated damages for each day that Contractor’s level of operation falls below 95%. No liquidated damages will be assessed if the failure to operate is the result of an act of God, or if such failure to operate is with Rodeo Austin’s written consent. It is imperative that Contractor shows the ability to maintain fully operational rides that are fully staffed and safe.

C. Safety

Contractor shall perform the carnival operation in a manner that will ensure the safety of fairgoers, the general public, employees and contractors of Rodeo Austin. Contractor shall provide his own inspector(s) to be onsite during carnival set-up and all operating hours. The inspectors must be State of Texas-certified. Contractor will provide the name of all inspectors to Rodeo Austin prior to event. Contractor will work in tangent with Rodeo Austin’s Chief of Fairground Safety and Compliance, a third party safety inspector. Any issues found by the Chief of Fairgrounds Safety and Compliance will be addressed and resolved by Contractor immediately. Rodeo Austin Chief of Fairgrounds Safety and Compliance reserves the right to shut down any ride, game or amusement at any time.

D. Background Checks and Drug Tests

Contractor agrees to conduct drug tests and background checks of all personnel according to terms and procedures determined acceptable to Rodeo Austin prior to such personnel being issued a Rodeo Austin carnival ID and/or commencing work on the carnival area and/or fairgrounds; this shall apply to all workers including, but not limited to, full time employees, employees setting up, tearing down, temporary workers, etc. Contractor personnel will not be permitted to work until all written test results are provided to the Chief of Fairgrounds Safety and
Compliance and he has reviewed and cleared the individual to work. The cost of conducting drug tests and background checks will be split evenly between Contractor and Rodeo Austin.

Contractor shall not employ on the Rodeo Austin grounds any person who has been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault, or violence against any person except that Contractor may, on behalf of an applicant or employee, seek an exemption from Rodeo Austin based on the length of time since conviction or other extenuating factors (as outlined in Rodeo Austin’s Carnival Personnel Manual; a copy shall be made available upon request) demonstrating that the individual would not present a risk to Rodeo Austin employees and patrons.

E. Operation

1. Rodeo Austin shall provide Contractor with a map showing the space available for carnival operation. Contractor shall arrange the assigned area for carnival operations so as to protect the public from any and all dangerous conditions. Contractor shall establish procedures to ensure reasonable security of all rides, food booths, games and equipment when not in use so that no attractive nuisance or negligent condition exists.

2. Contractor will typically be allowed to begin setup seven days prior to event. Carnival assembly must be completed 24 hours prior to the opening of BBQ Austin. Each ride, game and amusement must be approved by Rodeo Austin Chief of Fairgrounds Safety and Compliance prior to opening. Removal must be completed, including disassembly, of all rides, games, attractions, and concessions, no later than three (3) days following the official closing of the Fair and Rodeo.

3. Contractor shall be responsible for the sole cost and expense for carnival area cleanup. Rodeo Austin will provide roll-off dumpster services for trash generated in the carnival area.

4. Daily hours of carnival operations are as follows:
   a. BBQ Austin
      i. Friday and Saturday – eleven a.m. (11:00 a.m.) to midnight (12:00 a.m.)
   b. Fair and Rodeo
5. Electrical power, water and grey water connection shall be supplied by the Contractor for all carnival operations including operations of sub-contractors, agents and employees.

F. Insurance

Contractor shall carry and maintain in full force and effect comprehensive public liability insurance written on an “Occurrence Form Basis” with combined single limits of not less than Twelve Million Dollars and no/100 ($12,000,000.00) per occurrence which shall cover all operations by and equipment owned, leased to, contracted for, and utilized by Contractor. Contractor shall maintain Twelve Million Dollars and no/100 ($12,000,000.00) per occurrence of coverage per ride for all rides owned by Contractor, leased by Contractor, and/or contracted for by Contractor and shall additionally cause all other ride owners to provide coverage per ride for each ride that is operated at the Show in amounts sufficient to allow and/or provide that each ride will be covered by a minimum of Twelve Million Dollars and no/100 ($12,000,000.00) per occurrence of coverage per ride, unless Rodeo Austin is required to obtain more insurance pursuant to its lease arrangement, and/or any other venue contract, lease arrangement or lender requirements in which event the Contractor and ride owners shall obtain such higher insurance limits. Contractor shall maintain auto liability insurance in the amount of Three Million Dollars and no/100 ($3,000,000.00). Contractor will fulfill this Three Million Dollar auto and employer liability insurance coverage requirement by maintaining a base policy of One Million Dollars ($1,000,000.00) and may provide an umbrella policy for additional coverage. Rodeo Austin, City, and County shall be included as additional named insureds on all liability insurance which Contractor and all independent ride operators are required to carry under the terms hereof. The insurance policies to be provided shall be written by companies licensed to do business in Texas,
and such companies shall have an A.M. Best company rating acceptable to Rodeo Austin. Rodeo Austin reserves the right to increase the insurance limits prior to awarding contract.

Contractor shall maintain a statutory Workers’ Compensation policy with employer liability limits in the amount of One Million Dollars and no/100 ($1,000,000.00).

PART IV – CARNIVAL OPERATION SELECTION PROCESS

The timeline for the selection process is as follows (subject to change):

October 15, 2015 – Send out RFP
December 15, 2015 – RFP responses due to Rodeo Austin
December 2015-March 2016 – Rodeo Austin review and finalists site visits
April 2016 – Contract(s) awarded
May 2016 – Contract(s) executed

PART V – CARNIVAL OPERATION PROPOSAL REQUIREMENTS

Proposals will be evaluated on the Contractor’s ability and track record to provide the services described. Contractor’s reputation, financial standing and bid, safety record, personnel, operational aesthetics, creativity and innovation, etc. shall be considered when evaluating proposals. The proposals must address at a minimum the items listed below. Rodeo Austin reserves the right to verify any reference and employment experience referenced. Proposals/bids will be evaluated by Rodeo Austin’s senior leadership and shall be kept confidential.

A. Background of Contractor and Contractor services and qualifications
B. Biographies of key personnel
C. Carnival dates and locations for the last five years; future contracted dates
D. Proposed rides, food booths, games and other amusements
   1. Color photo of each proposed ride, food booth, game and amusement
   2. Detailed loss runs for all rides
3. Owner of ride

E. Proposed promotions
   1. Non-Spring Break school specials
   2. Value days
   3. Other promotions

F. Complimentary Passes
   1. Contractor shall provide carnival unlimited ride wristbands free of charge to Rodeo Austin for disbursement to 1,000 official volunteers; valid for one mutually agreed upon day of event.
   2. Contractor shall provide carnival unlimited ride wristbands free of charge to Rodeo Austin for disbursement to 7,000 school children, community groups and other non-profit organizations; valid for one mutually agreed upon day of event.
   3. Contractor shall provide carnival unlimited ride wristbands free of charge to Rodeo Austin for disbursement to 250 VIPs; valid any day of event.

G. Financial Proposal
   1. Guarantee minimum: to be guaranteed by Contractor to Rodeo Austin annually and paid in installments in advance of event.
      i. Contractor to remit guarantee minimum payments to Rodeo Austin in October, January and March, prior to event.
   2. Percentage: payout percentage to Rodeo Austin based upon gross revenue after taxes.
      i. Contractor to remit one flat percentage rate for all rides, games, food, etc. based on gross revenue (not on rent collected).
   3. Operating payment: payment to Rodeo Austin for advertising and security expenses in advance of event.
      i. Contractor to remit payment to Rodeo Austin to help offset “general advertising and related expenses” including cost of television commercials, radio commercials, billboards, print publications, fairgrounds security and other general expenses.
ii. Should Contractor wish to have Rodeo Austin produce “carnival specific advertising,” Contractor shall remit full payment to Rodeo Austin in advance of production by Rodeo Austin.

4. Capital improvement: payment to Rodeo Austin to be used for permanent improvement to the fairgrounds.

H. Proposals should be sent to:
Rodeo Austin
Attn: Katie Richmond
9100 Decker Lake Rd.
Austin, TX 78724

PART VI – SCOPE OF FAIRGROUNDS PAYMENT SYSTEM

The sections below describe the provisions to be provided by the terms of the fairgrounds payment system. The payment system provider is hereinafter referred to as “Contractor”.

A. Payment System

Contractor agrees to operate the payment system for the carnival operation and the non-carnival area. The payment systems include the provision of tokens, smart cards or other mutually agreed upon currency. The provider of the fairgrounds payment system is responsible for money and currency transactions in the following locations:

- 52 Carnival ride locations
- 20 Carnival food booths
- 30 Carnival games and amusements
- 35 Rodeo Austin food vendors
- 7 Concessionaire-operated food and beverage locations
- 7 Concessionaire-operated beer booths

The payment system includes the provision of:

1. Currency
2. All personnel for payment system operation
3. Sales machines for currency
4. Currency, paper money and credit card counting equipment and services
5. Reports on currency redemptions rates and sales
6. Redemption reports on a per machine, per vendor, per calendar day basis and summary reporting of the same at the event’s conclusion
7. Reconciliation reports for currency sales, paper money and coin counting machines
8. Secured redemption facility

B. Reporting

At a minimum, Contractor will provide on a daily basis a report that includes but is not limited to the following:

1. Gross receipt total for each ride, food booth, game and amusement
2. Gross receipt total for currency sold during the previous day
3. Detailed report showing the beginning and ending numbers for currency sold during the previous day
4. Gross receipt total for each non-carnival Rodeo Austin food vendor broken out by location and method of payment
5. Gross receipt total for Rodeo Austin concessionaire broken out by location and method of payment
6. Event reconciliation following the event to include daily gross receipts and all payments made to Rodeo Austin.

B. Background Checks and Drug Tests

Contractor agrees to conduct drug tests and background checks of all personnel according to terms and procedures determined acceptable to Rodeo Austin prior to such personnel being issued a Rodeo Austin carnival ID and/or commencing work on the carnival area and/or fairgrounds; this shall apply to all workers including, but not limited to, full time employees,
employees setting up, tearing down, temporary workers, etc. Contractor personnel will not be permitted to work until all written test results are provided to the Chief of Fairgrounds Safety and Compliance and he has reviewed and cleared the individual to work. The cost of conducting drug tests and background checks will be split evenly between Contractor and Rodeo Austin.

Contractor shall not employ on the Rodeo Austin grounds any person who has been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault, or violence against any person except that Contractor may, on behalf of an applicant or employee, seek an exemption from Rodeo Austin based on the length of time since conviction or other extenuating factors (as outlined in Rodeo Austin’s Carnival Personnel Manual; a copy shall be made available upon request) demonstrating that the individual would not present a risk to Rodeo Austin employees and patrons.

C. Insurance

Contractor shall carry and maintain in full force and effect comprehensive public liability insurance written on an “Occurrence Form Basis” with combined single limits of not less than Three Million Dollars and no/100 ($3,000,000.00) per occurrence which shall cover all operations by and equipment owned, leased to, contracted for, and utilized by Contractor. Contractor shall maintain auto liability insurance in the amount of Three Million Dollars and no/100 ($3,000,000.00). Contractor will fulfill this Three Million Dollar auto and employer liability insurance coverage requirement by maintaining a base policy of One Million Dollars ($1,000,000.00) and may provide an umbrella policy for additional coverage. In addition, Contractor shall carry and maintain a blanket crime bond including employee dishonesty in an amount not less than One Million Dollars and no/100 ($1,000,000.00). Rodeo Austin, City, and County shall be included as additional named insureds on all liability insurance which Contractor and all independent ride operators are required to carry under the terms hereof. The insurance policies to be provided shall be written by companies licensed to do business in Texas, and such companies shall have an A.M. Best company rating acceptable to Rodeo Austin. Rodeo Austin reserves the right to increase the insurance limits prior to awarding contract.
Contractor shall maintain a statutory Workers’ Compensation policy with employer liability limits in the amount of One Million Dollars and no/100 ($1,000,000.00).

PART VII – SELECTION OF FAIRGROUNDS PAYMENT SYSTEM

The timeline for the selection process is as follows (subject to change):

October 15, 2015 – Send out RFP
December 15, 2015 – RFP responses due to Rodeo Austin
December 2015-March 2016 – Rodeo Austin review and finalists site visits
April 2016 – Contract(s) awarded
May 2016 – Contract(s) executed

PART VIII – FAIRGROUNDS PAYMENT SYSTEM PROPOSAL REQUIREMENTS

Proposals will be evaluated on the Contractor’s ability and track record to provide the services described. Contractor’s reputation, financial standing and bid, safety record, personnel, operational aesthetics, creativity and innovation, etc. shall be considered when evaluating proposals. The proposals must address at a minimum the items listed below. Rodeo Austin reserves the right to verify any reference and employment experience referenced. Proposals/bids will be evaluated by Rodeo Austin’s senior leadership and shall be kept confidential.

The contents of the proposal are as follows:

A. Background of Contractor and Contractor services and qualifications
B. Biographies of key personnel
C. Event dates and locations for the last five years; future contracted dates
D. Currency
   1. Method/logistics of selling currency to fairgoers
   2. Counting procedure
   3. Counting equipment/machinery for currency, cash and credit cards
E. Financial Proposal
1. Initial cost

2. Operating payment: payment to Rodeo Austin for advertising and security expenses.
   
i. Contractor to remit payment to Rodeo Austin to help offset “general advertising and related expenses” including cost of television commercials, radio commercials, billboards, print publications, fairgrounds security and other general expenses.

3. Capital improvement: payment to Rodeo Austin to be used for permanent improvement to the fairgrounds.

F. List of three (3) references of fairs similar in nature, with names and telephone numbers of contacts.

G. Proposals should sent to:
   
   Rodeo Austin
   Attn: Katie Richmond
   9100 Decker Lake Rd.
   Austin, TX 78724