# YELLOWSTONE COUNTY, MONTANA Request for Proposals Metra Crowd Management Services

#### 1. Introduction

Notice is hereby given that Yellowstone County is seeking proposals from qualified vendors for providing crowd management services, including ushers, parking attendants, ticketing, security and peer group security services for the MetraPark complex located at 308 6<sup>th</sup> Ave N, Billings, MT 59101. A description of the scope of work and specifications are attached further in this solicitation as Exhibit A.

# 2. Proposal Submission Requirements

In order to provide a complete understanding of the services to be provided, a <u>mandatory</u>, <u>in-person</u> Pre-Submittal Meeting will be held on Tuesday, November 4<sup>th</sup>, 2025, at 1:30PM at the MetraPark facility. Please meet in the MetraPark ticket lobby area at this time. Attendance will be taken. Proposals submitted without a representative attending the presubmittal meeting will not be considered.

Offerors shall submit five (5) hard copies of the proposal in a sealed envelope. All proposals must be labeled "Metra Crowd Management Services". Proposals may either be mailed or physically delivered to the following addresses.

#### Mail To:

Yellowstone County BOCC PO Box 35000 Billings, MT 59107

#### Physically Deliver To:

Yellowstone County BOCC City Hall Building, Room 3101, 3<sup>rd</sup> Floor 316 North 26<sup>th</sup> Street Billings, MT 59101

All proposals must be received no later than 3:00 PM on Monday, November 10<sup>th</sup>, 2025. Proposals received after this deadline will not be considered.

All proposals must include a Bid Security made in favor of Yellowstone County in an amount of \$5,000.00. The security may consist of a bid bond, cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a

credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

The awarded contractor will be required to provide the County with a performance bond in the amount of \$50,000.00 within ten working days of the execution of the contract.

Timely proposals will be opened and read aloud at 9:00 AM, on Wednesday, November 12<sup>th</sup>, 2025, in Room 3108 on the 3<sup>rd</sup> Floor of the City Hall Building, 316 North 26<sup>th</sup> Street, Billings, MT 59101.

#### 3. Timeline

Event	Date/Time
Publication Dates for RFP	Friday, October 24 <sup>th</sup> , 2025
	Friday, October 31 <sup>th</sup> , 2025
Mandatory Pre-Bid Meeting	Tuesday, November 4 <sup>th</sup> , 2025, at 1:30 PM
Deadline for Proposals	Monday, November 10 <sup>th</sup> , 2025, by 3:00 PM
Review of Proposals by Selection	Week of November 17 <sup>th</sup>
Committee	
Notice of Intent to Award Posting	Tuesday, November 25 <sup>th</sup> , 2025
Notice of Award	Tuesday, December 2 <sup>nd</sup> , 2025

Yellowstone County reserves the right to modify the above timeline as needed.

# 4. Selection Process & Scoring

A selection committee will be formed and review all proposals. The selection committee, at its sole discretion, shall determine whether offerors have the basic qualifications and experience to successfully provide the services required in this RFP. <u>Proposals that do not meet minimum qualifications provided will be not be considered.</u>

Proposals will be evaluated based on the following criteria:

- Proposer's previous similar experience, financial condition and capability [35 points]
- Cost [30 points]
- Proposed solution [35 points]

The Board reserves the right to reject any or all proposals received, to waive informalities to evaluate the proposals submitted, and to accept the proposal that best serves the interests of Yellowstone County.

#### 5. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at https://www.yellowstonecountymt.gov/purchasing/.

# 6. Contact Information & Questions

Any questions regarding the project or proposal submittal procedures should be submitted, <u>in writing</u>, to Matt Kessler, Purchasing Agent, at <u>mkessler@yellowstonecountymt.gov</u>.

#### 7. Miscellaneous

# **Compliance With Laws**

Each bidder must have a current Montana Public Contractor's Registration number when submitting their proposal. The number must appear on the proposal. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the RFP process. No proposal may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the proposals.

The successful offeror will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Prevailing Wage Rates for Nonconstruction Services 2025. Those directives are as follows:

(1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules. (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful offeror will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

# **Insurance Requirements**

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

	Board of County Commissioners Yellowstone County, Montana
Attest:	Mark Morse Chair
Jeff Martin Clerk and Recorder	

# **MetraPark Crowd Control Services Price Sheet**

Include this sheet with other documents when submitting a proposal. Please place this sheet in the front of the proposal.

# The rates must apply for a minimum of one year.

Hourly rate for Ushers	\$
Hourly rate for Usher Supervisors	\$
Hourly rate for Non-Uniform Security	\$
Security Supervisors	\$
Hourly rate for Peer Group Security	\$
Hourly rate for Ticket Takers	\$
Hourly rate for Traffic/Parking	\$
Company Name	Authorized Representative
Mailing Address	City, State and Zip Code
Contractor Registration Number	Telephone Number

# Exhibit A MetraPark Crowd Control RFP Specifications

The County intends to enter into a contract with the highest scoring proposer for the exclusive right to provide ushers, security, and peer group security at the MetraPark Complex. The initial contract term is intended to be one year period, with up to three biennial option renewals. The MetraPark Complex (MetraPark) includes, but is not limited to, a 10,000-seat arena, an 80,000 square foot Expo Center, a 30,000 square foot Montana Pavilion, and a 3,400 seat Outdoor Rodeo arena all contained in a 175-acre area.

MetraPark hosts the annual Montana Fair, which is a nine (9) day event that occurs in August of each year and utilizes all of the facilities on the complex grounds.

The successful offeror will be allowed to use one room for storage and check in on the main arena floor that is designated for crowd control personnel at the arena, if they request it. The contractor will be charged \$500 per month for this space and, in addition, will be expected to pay for any and all charges associated with this space that MetraPark and the successful contractor mutually agree on.

Quality personnel, thoroughly trained in all aspects of crowd safety and crowd control, are an absolute necessity for MetraPark. Ensuring guest safety, comfort and enjoyment is the primary responsibility of the firm who will be providing ushers, security, and peer group security. Services provided by a highly professional, expert and experienced contractor are essential to the public safety and to the operation of MetraPark in the public's best interest. Procedures and policies of the ushering, security and peer group security firm reflects directly upon the facilities, the facility's operator and owners. Therefore, the County will require as a condition of proposal consideration that proposers demonstrate expertise and experience in the field of major spectator event crowd management and control. The firm must demonstrate its ability to provide personnel who are trained to deliver exceptional guest services; to provide personnel who are thoroughly trained to facilitate crowd safety, control and movement; and its ability to respond to any emergencies that may occur from time to time.

#### **Definitions**

For clarification and the purpose of brevity, the following definitions will be used throughout these specifications.

- A. <u>"Ushering"</u> or <u>"Ushers"</u> shall be understood to include ticket takers, parking attendants, stage doorpersons, seating ushers, perimeter doorpersons, area supervisors, guest assistance personnel, etc.
- B. <u>"Peer Group Security"</u> shall be understood to mean casually uniformed, non-police type security, both inside and parking lot attendants
- C. <u>"Firm"</u> shall be understood to mean ushering, security and peer group security companies submitting proposals.
- D. The "MetraPark Complex" or "MetraPark," shall be understood to mean the Metra Arena, Expo Center, Montana Pavilion and the Outdoor Rodeo Arena.
- E. When required for specific purposes, individual facilities will be referred to by name.
- F. "County" refers to the Yellowstone County, Billings, MT.
- G. <u>"General Manager"</u> shall refer to the General Manager of MetraPark or his designee, through whose offices the contract for services for MetraPark shall be administered, and the RFP process coordinated.
- H. <u>"Selection Committee"</u> shall mean the appointed representatives of the MetraPark Complex and Yellowstone County who will determine the qualifications of the proposers, evaluate qualified proposals, and make recommendations to the Yellowstone County Commissioners.

# **Proposal Requirements**

Proposals should address the information requested as outlined below. The selection committee will use this information to evaluate and score proposals.

- **A. Proof of Insurance:** Proposer must provide proof of insurance that fully meets the requirements of the County of Yellowstone and the MetraPark facility as specified in section 7 of the RFP.
- **B. History of Performance:** Provide demonstrated previous satisfactory performance of a contract for provision of substantially similar services to publicly owned facilities having similar guest capacities for a continuous period of not less than three (3) years. All references must include names and current address and telephone numbers of individuals who can verify this information. Financial statements and insurance history for three (3) years must be provided with the proposals. Use years 2021 through 2024 for this history.

- **C. Philosophy of Crowd Control:** The awarded contractor will be expected to deliver exceptional customer service and treat all ticket buyers and attendees as "guests," not patrons. Proposals must explain how they will accomplish this.
- **D. Supervision and Management:** Provide detailed information showing current employee management staff that has the ability and experience to effectively train, organize and supervise all personnel necessary to perform all functions required herein. Provide name, current city, education, work history and references of all training, supervisory and management personnel who will act for proposer in carrying out the proposed contract. All references must include current address and telephone numbers of persons who will verify the information provided. The proposer is expected to provide a liaison that will be available on an as needed basis.
- **E. Training Policy:** Proposals must include the firm's training procedures and frequency, and shall include the following, at a minimum, as demonstrated in training manuals, plans, policies and procedures. In addition, the firm will be required to provide written documentation of ongoing training sessions to the MetraPark management for their employees by submitting a list of specific training sessions to the MetraPark management on a quarterly basis to ensure that training of their employees is a priority.
  - 1. Guest Services
  - 2. Crowd Psychology and Control
  - 3. Emergency Evacuation Procedures & Responsibilities
  - 4. Emergency Medical Treatment Procedures
  - 5. Ticket-Taking & Admission Control
  - 6. Alcohol Management
  - 7. Limited Force Ejection Policies
    - a) Formal Legal Complaint Procedures
    - b) Arrest and Detainment Procedures
  - 8. Facility Regulations & Enforcement Techniques
- **F. Enforcement:** Outline methods and procedures to be used to enforce the following policies, facility regulations, and developing situations:
  - 1. No smoking inside the facilities
    - a) Reserved seat events in the Metra Arena
    - b) Private trade shows in the Convention Facilities
  - 2. No outside food or beverage in First Interstate Arena
  - 3. Minors in possession
  - 4. No cameras or recording devices in Metra Arena

- 5. Keeping fire lanes and aisles clear and free from persons sitting, standing or other obstructions
- **G. Peer Group Security:** Personnel will be expected to conduct pre-concert door inspections of ticket holders with magnetometers, particularly at concerts at the First Interstate Arena. Proposals should detail procedures used to check for the following:
  - 1. Cans and bottles, alcohol and drugs, fireworks
  - 2. Weapons guns, knives, dangerous objects, etc.
  - 3. Video cameras and sound recorders
- **H. Responsibilities of Peer Group Security Crews and Ushers:** Detail the responsibilities of Peer Group Security crews and Ushers for before, during and after concerts.
- **I. Communications Equipment:** Proposer shall identify the communications and other equipment that the firm will provide, including, but not limited to the following:
  - 1. Hand-held bullhorns or other crowd communicating equipment
  - 2. Equipment for concert events

NOTE: MetraPark will provide radios that will be checked out for each event and then checked back on completion of the event. These radios will have two channels, one for general communication among the crowd control staff and, the second channel, on supervisory radios only, for law enforcement, venue and crowd control.

NOTE: No employees of awarded contractor will be authorized to carry any type of weapon, firearm, handgun, nightstick, baton, or mace.

- **J. Uniforms:** All ushers, security and peer group security employed by the firm shall be clothed at the firm's expense in matching uniforms, t-shirts, slacks, blouses, blazers, etc. for easy identification. Sample uniforms, pictures or drawings must be provided during the personal interview. Peer group security uniforms must be different from ushers uniforms. Ushers for formal concerts must be attired in identical uniforms. The firm shall be responsible for maintaining the appearance of all employees' uniforms throughout the duration of the contract.
- **K. Name Tags:** As a part of uniforms, nametags identifying all employees with first names must be provided in easily readable print. Nametags must identify the facility.
- **L. Personnel Pool:** Proposals should indicate sources of personnel to be provided for completion of services. Firms should include the number of staff they propose to work a

typical event, knowing that roles and number of staff may vary based on the event type. The County may require background checks for staff hired by the awarded contractor.

**M. Hourly Charges:** Rates for services must be detailed on the price sheet provided on page six (6) of this RFP. Firms shall submit rates, which are proposed to be in effect for the first year of the contract. Rates for the three option periods of twenty-four (24) months each shall be negotiated. The firm shall include in the proposal a pay range for each employee group. Proposals should include any discounts that the firm will offer to multi-event facility presenters. The firm chosen will install a timeclock for staff check in and check out with auditing privileges by the county

**N. Other:** Any other information that proposer feels is pertinent to the successful implementation of outlined services at MetraPark.

# - END OF RFP -