



REQUEST FOR PROPOSAL:

Catering – Judging Contest Breakfast

Proposal: #19-233

RFP Released: February 12, 2019

Deadline for Proposals: Monday, February 18, 2019 by 10:00 a.m.

ORGANIZATIONAL OVERVIEW

The Houston Livestock Show and Rodeo (the “HLSR”) was organized for charitable, educational and scientific purposes to encourage and promote the breeding, raising and marketing of better livestock and farm products at public fairs and to promote and maintain research and educational functions within the livestock industry.

As the world’s largest livestock show and rodeo, the largest fair in North America and the site of 20 concerts from top-flight entertainers each year, the Rodeo attracted over 2.4 million spectators in 2018. A Section 501(c) (3) charity, this organization has committed approximately \$450 million in youth and educational support to Texas students since it began in 1932. HLSR is backed by more than 34,000 volunteers serving on over 108 different committees.

GENERAL REQUIREMENTS FOR REQUEST FOR PROPOSAL

Read this entire document carefully and follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

General Requirements apply to all proposals. However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.

CONTRACT

A provider’s response to HLSR’s Request for Proposal does not constitute a binding contract between the parties until it is signed by both the selected provider and HLSR’s authorized representative. Once signed, however, the terms and conditions provided herein, and the selected provider’s proposal shall serve as a binding contract between the parties. In the event of a conflict between terms included in the proposal and terms contained herein, the terms of this document shall govern. Note: HLSR’s department managers and volunteers are not authorized to sign contracts on behalf of HLSR.

PROPOSAL EVALUATION

HLSR may require clarification or additional information with respect to a submitted proposal. When evaluating a proposal, HLSR considers the “total value” of the proposal. Total value considerations may include, but not be limited to, price, quality, as well as the end user’s recommendation or experience with the goods/service, the provider’s present and past performance, financial stability and support of HLSR. **Pricing is not the only consideration.** All providers will be notified whether or not they are selected. **HLSR will not** share a provider’s specific proposal with other providers.

PRICING

Proposed pricing for all goods/services must be very specific, all-inclusive and firm for the event. HLSR will pay only for goods/services stated on the Price Sheet unless otherwise agreed to in writing by both parties prior to the event.

TAXES

HLSR is an I.R.S. Code Section 501(c)(3) organization

TITLE TRANSFER

Title and risk of loss of goods shall not pass to HLSR for this event.

PERMITS AND CODE REQUIREMENTS

The provider is responsible for submitting, paying for, maintaining, delivering and posting all applicable professional licenses, certifications or permits required by local, state and federal law.

PROVIDER'S EMPLOYEES

The provider's employees may have access to or interact with minors attending the event. The provider agrees to conduct individual searches using state issued photo identification for all current and potential employees/subcontractors and refuse to allow any person who is listed on any federal, state or local sex offender register or database to provide goods or perform services at HLSR event.

PUBLICATION RIGHTS

The provider grants permission to HLSR to photograph, interview or promote the provider and its personnel in conjunction with HLSR activities. The selected provider also understands that any such photograph, interview or promotion may be used by HLSR in television, film, audio, video, visual, graphic or printed material.

INTELLECTUAL PROPERTY

The provider acknowledges that the names, logos, copyrighted material and trademarks of HLSR are the sole and exclusive property of HLSR (the "HLSR Marks") and nothing herein shall provide the provider any right, title or interest in HLSR Marks. All HLSR Marks included in this Request for Proposal are for bidding purposes **ONLY**. They may not be used for any other purpose, now or in the future, without the express written consent of HLSR's Marketing and Public Relations Department.

PROVIDER ADVERTISING, MARKETING AND PROMOTION

The provider may not promote itself in conjunction with HLSR, use HLSR as a client reference or display HLSR goods in any advertising, marketing or promotional materials. Exceptions may apply to current licensed providers.

INDEMNIFICATION

The provider hereby RELEASES, ACQUITS AND FOREVER DISCHARGES HLSR, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "HLSR Parties" or individually, an "HLSR Party") from any and all claims, causes of action, suits, judgments, settlements, fees (including reasonable attorneys' fees), expenses and/or demands for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent acts in connection with this Agreement and/or the provider's services performed hereunder, including, but not limited to, the NEGLIGENCE ACTIONS OF THE HLSR PARTIES, REGARDLESS OF

WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. Without limiting the foregoing, the provider agrees that the HLSR Parties shall not be liable to it, its employees, agents, contractors or heirs, administrators, executors, successors or assigns for Claims arising from or related to the Agreement and/or the provider's services performed hereunder.

THE PROVIDER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES from any and all claims, causes of action, suits, judgments, settlements, fees (including reasonable attorneys' fees), expenses and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims"), including but not limited to Claims resulting from **THE HLSR PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS**; provided, however, that the duty of the provider to defend, indemnify and hold harmless the HLSR Parties shall extend only to Claims arising directly or indirectly from this Agreement and/or Provider's services performed hereunder. The indemnification shall not be limited in any way based on the amount of or type of damages, compensation or benefits payable by or for any claimant under Workers or Workmen's Compensation Acts, Disability Benefits or other applicable benefit acts, if any. The provider's obligations hereunder shall survive the termination of this Agreement. As used herein, **"INDEMNIFY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits, judgments, settlements, fees (including reasonable attorneys' fees), expenses and/or demands made by, through or under the provider against the HLSR Parties related to the provider's services performed hereunder.**

INSURANCE

Insurance requirements Exhibit "A" are attached as and incorporated herein for all purposes.

TERMINATION

In the event of insolvency, assignment for the benefit of creditors, bankruptcy proceedings by or against the provider, civil or criminal charges being made against the provider or the provider's management or any change in the management of the provider, HLSR may, at its option, immediately terminate the contract upon written notice to the provider. The provider agrees to give HLSR prompt written notice of the occurrence of any of the aforesaid events. HLSR may terminate this contract immediately, without prior notice, if the provider fails to perform any of its obligations in this contract and the failure (a) creates a potential threat to health or safety or (b) violates a law, ordinance, or regulation designed to protect health or safety. HLSR's right to terminate is in addition to and not in lieu of any other remedies which HLSR may have in law or equity.

FORCE MAJEURE

Neither HLSR nor the provider shall be liable to the other party for damages due to any delay or nonperformance of any of its obligations based on any act, regulation or suggestion of any governmental authority, civil tumult, strike, epidemic, act of terrorism, interruption in or delay of transportation or utility services, extremely severe or dangerous weather conditions, war conditions or emergencies, acts of God or any other cause beyond the control of the party whose performance is interfered with and which, by reasonable diligence, such party is unable to prevent.

FAMILY EVENT

The provider acknowledges that HLSR provides a family event and shall perform all services in a manner that is not offensive to any social or ethnic groups and that is suitable for a family audience.

ALCOHOL/DRUG CONSUMPTION

HLSR maintains a zero-tolerance policy which prohibits the provider and all its associated personnel from consuming or being under the influence of any alcohol or drug while providing goods or performing services at any HLSR event or function. The provider agrees to abide strictly by this policy, and HLSR shall have the right to immediately terminate the contract if the provider is in breach of it.

AUDIT RIGHTS

Upon request by HLSR, the provider shall provide agreements by and between the provider and any subcontractor, including all applicable insurance certificates.

ASSIGNMENT

The contract and all obligations assumed, and rights granted hereunder may not be assigned, sold or transferred by the provider by operation of law or otherwise without the prior written consent of HLSR.

GOVERNING LAW AND VENUE

If this Request for Proposal becomes a binding contract, the provider agrees that the contract is made, entered into and performable in Harris County, Texas and shall in all respects be interpreted, enforced and governed under the laws of the state of Texas, without regard to its rules of conflict of laws. The provider agrees that the proper venue for all disputes and claims that may arise out of or related to the contract shall be in Harris County, Texas, and waives all claims that venue is proper in any location other than Harris County, Texas. If any part of this contract is determined to be invalid or unenforceable, it does not affect the validity of the remainder of the contract.

INDEPENDENT CONTRACTOR

The provider is and shall remain an independent contractor in performing the services under this contract and shall determine the manner and means by which results are to be obtained. The provider shall maintain complete control of its workers and operations incident to the proper performance and completion of this contract, including that of its subcontractors, agents and affiliates. Neither the provider nor anyone employed or engaged by it shall be, represent, act, purport to act or be deemed to be an agent, representative, employee or servant of HLSR, nor shall the provider or anyone employed or engaged by it be treated as an employee of HLSR for any purpose, including tax and social security coverage and withholding or any benefit provided by HLSR. Nothing in this contract shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship or joint venture between the parties.

SPECIAL REQUIREMENTS AND INSTRUCTIONS

The following requirements and instructions supersede the GENERAL REQUIREMENTS where applicable.

HLSR will receive quotes from parties for catering our **2019 Judging Contests Committee Breakfast**.

GENERAL DESCRIPTION

Provide all labor, materials, supplies, and equipment necessary to produce and deliver the item(s) described in this Request for Proposal and as directed by HLSR staff.

EVENT OVERVIEW

Date: **Tuesday, March 12, 2019**
Time: 7:00 a.m. – 9:30 a.m.
Description: breakfast – served from buffet areas
Attire: business dress
Location: NRG Center, 2nd floor
Guests: 650
Budget: \$4,500 (all inclusive)

MENU(S) - you can submit up to three (3) different menus

- sample menu
 - scrambled eggs, hash browns, grits, bacon, sausage patties, biscuits & gravy
 - fresh fruit, jellies, jams, honey
 - fresh brewed regular and decaf coffee
 - orange juice (poured), milk, water (poured or unmarked)

EQUIPMENT

Caterer to provide:

- high quality disposables
- black table linen for serving tables
- setup, chafers, serving pieces, serving tables, etc.
- all needed staffing and attendants

HLSR to provide:

- tables for serving areas
- tables and chairs for guests

SUBMITTAL REQUIREMENTS

RETURN ALL PAGES / HARD COPY OR EMAIL ONLY / NO FAX

Houston Livestock Show and Rodeo™
Attn: Tracy Kennon
NRG Center, 3 NRG Park
Houston, Texas 77054
Kennon@rodeohouston.com

YOUR SIGNATURE ATTESTS TO YOUR OFFER TO PROVIDE THE GOODS AND/OR SERVICES DESCRIBED IN THIS QUOTE.

ONCE SIGNED BY BOTH PARTIES, THIS DOCUMENT IS CONSIDERED YOUR PURCHASE ORDER AND A BINDING CONTRACT.

OFFERED BY:

_____	_____
Signature	Title

Printed Name	

Company Name	Date

ACCEPTED BY:

_____	_____
Signature	Title

Printed Name	

Company Name	Date

PRICE SHEET

Menu #1	Per Person	Total
Breakfast – 650 People	\$	\$
Equipment:	\$	\$
Labor:	\$	\$
Gratuity	\$	\$
Admin Fee	\$	\$
Other	\$	\$

TOTAL ALL INCLUSIVE: \$ _____

Menu #2	Per Person	Total
Breakfast – 650 People	\$	\$
Equipment:	\$	\$
Labor:	\$	\$
Gratuity	\$	\$
Admin Fee	\$	\$
Other	\$	\$

TOTAL ALL INCLUSIVE: \$ _____

Menu #3	Per Person	Total
Breakfast – 650 People	\$	\$
Equipment:	\$	\$
Labor:	\$	\$
Gratuity	\$	\$
Admin Fee	\$	\$
Other	\$	\$

TOTAL ALL INCLUSIVE: \$ _____

EXHIBIT "A"

INSURANCE REQUIREMENTS

Commercial General Liability

Each Occurrence	\$1 million
Products/Completed Operations Aggregate	\$1 million
General Aggregate/all other Claims	\$2 million

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, "HLSR") equivalent to CG2037 & CG2010
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Coverage shall include:

- Personal injury and advertising injury
- Broad form property damage coverage
- Products Completed Operations
- Medical Payments
- Fire Legal Liability

These limits may be provided by a combination of the CGL policy and umbrella/excess insurance.

Automobile Liability

Combined Single Limit	\$1 million
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Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, "HLSR")
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Coverage shall include:

- Bodily injury, death and property
- All owned, non-owned and hired vehicles

Workers Compensation/Employers Liability

Workers Compensation	Statutory
Employers Liability (each accident)	\$1 million
Disease – policy limit	\$1 million

Disease – each employee \$1 million

- Employers Liability policy - Waiver of subrogation in favor of Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, “HLSR”)
- Workers Compensation policy - Alternate Employer endorsement in favor of HLSR

These limits may be provided by a combination of the EL policy and umbrella/excess insurance.

Umbrella/Excess

Each Occurrence	\$5 million
General Aggregate/all other claims	\$5 million

Policy shall provide coverage in excess of underlying policies listed above.

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, “HLSR”)
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Policies shall be issued by insurers that are reasonably acceptable to HLSR with a minimum financial strength of A-VI by the A.M. Best Key Rating Guide. Each required policy shall provide that such policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless HLSR shall have received written notice of such event not less than thirty (30) days prior to the effective date thereof, provided that the notice period in the event of non-payment of premium shall be ten (10) days.