



HOUSTON LIVESTOCK SHOW AND RODEO™

NRG Park • March 3-22, 2020

P.O. Box 20070 • Houston, Texas 77225 • 832.667.1000 • rodeohouston.com

REQUEST FOR PROPOSAL:

DISPOSITION OF JUNIOR

MARKET LIVESTOCK

Proposal: #20- 007

RFP Released: May 21, 2019

Deadline for Proposals: June 7, 2019 by 2:00 p.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 2.5 million spectators in 2019. A Section 501(c) (3) charity, this organization has committed approximately \$475 million in youth and educational support to Texas students since it began in 1932. This year’s commitment is \$27,174,610. 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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.

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, product design, marketability and durability, 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 duration of the contract. All administrative fees, shipping, expedited delivery costs, labor, price escalators for multiple year contracts, etc. must be included in the proposal. All shipping, drayage and other charges are to be prepaid by the provider and included in the proposal prices. Moreover, all design work, product set-up, production, repair work, etc. must be done according to HLSR’s schedule, which may include weekends, nights and early mornings, at **no additional cost to HLSR**. HLSR will pay only for goods/services stated on the Price Sheet unless otherwise agreed to in writing by both parties before the order is placed or work is started. No price changes, additions, or subsequent qualifications will be honored during the course of the contract.

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 an 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.

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.

SPECIAL REQUIREMENTS / INSTRUCTIONS

The following requirements and instructions supersede GENERAL REQUIREMENTS where applicable.

SCOPE

HLSR will receive proposals from parties for the **Disposition of Junior Market Livestock** for the 2020, 2021 and 2022 Shows.

GENERAL DESCRIPTION

Aid HLSR in the handling and sale of Junior Market Livestock steers, barrows, lambs, and goats (hereinafter collectively referred to as the "animals"). Provider will aid HLSR in any manner so requested by HLSR to insure the proper conclusion of a successful Junior Market Livestock Show.

SPECIFICATIONS

Provider shall undertake to sell animals via a bid basis, FOB Houston, and load onto buyers' truck as directed by HLSR. After such sale, Provider shall collect the purchase money from the buyers of the animals and remit the proceeds to the Junior Exhibitor owners as identified by HLSR, after deducting Provider commissions and marketing fees, any other charges as directed by HLSR, and any required check-off charges.

- **ANIMALS TO BE HANDLED:**

- a. Non-ribbon barrows ~2,000 head. Provider will assess exhibitors a commission fee on a 'per head' basis. A Pork Check-off fee of \$0.40 per \$100.00 of value (or applicable) will be assessed against all barrows. HLSR shall provide the necessary space for rehydration and loading.
- b. Ribbon barrows ~599 head. Provider will assess exhibitors a commission fee on a 'per head' basis and a Pork Check-off fee of \$0.40 per \$100.00 of value (or applicable) will be assessed to HLSR for ribbon barrows. If requested, Provider will move barrows receiving a random drug test (~18 head) to a holding facility until such time that test results are received and assist in disposing of these barrows, preferably in a manner that will ensure that they will not be shown again. Provider will bill HLSR actual holding and freight costs, to be agreed upon prior to shipment being made, for random drug test barrows.
- c. Carcass contest barrows ~65 head. If requested, Provider will move carcass contest barrows to a holding facility and then on to Texas A&M University. Provider to bill HLSR actual holding and freight costs, to be agreed to by the parties before shipment is made.
- d. Non-ribbon lambs ~975 head. Provider will assess exhibitors of non-ribbon lambs a commission fee on a 'per head' basis. A mandatory Lamb Promotion deduct of \$.50/cwt (or applicable) will be deducted.

- e. Ribbon lambs ~288 head. Ribbon lambs shall be defined as those lambs making the premium sale that are not eligible for the carcass contest. A commission fee on a ‘per head’ basis as well as the mandatory lamb promotion fee of \$.50/cwt (or applicable) will be assessed to HLSR for Ribbon lambs.
 - f. Carcass contest lambs ~42 head. If requested, Provider will move carcass contest lambs to Texas A&M University and bill HLSR the actual freight cost, to be agreed to by the parties before shipment is made.
 - g. Non-ribbon goats ~671 head. Provider will assess exhibitors of non-ribbon goats a commission fee on a ‘per head’ basis. Ribbon goats shall be defined as those goats making the premium sale that are not eligible for the carcass contest. A commission fee on a ‘per head’ basis will be assessed to HLSR for ribbon goats.
 - h. Ribbon goats ~156 head. Ribbon goats shall be defined as those goats making the premium sale that are not eligible for the carcass contest. A commission fee on a ‘per head’ basis as well as the mandatory goat promotion fee of \$.50/cwt (or applicable) will be assessed to HLSR for Ribbon lambs.
 - i. Carcass contest goats ~24 head. If requested, Provider will move carcass contest goats to Texas A&M University and bill HLSR the actual freight cost, to be agreed to by the parties before shipment is made.
 - j. Non-ribbon steers ~810 head. Provider will assess exhibitors a sale commission on a ‘per head’ basis as well as the mandatory \$2.00/head (or applicable) Beef Promotion check-off fee to exhibitors of non-ribbon steers wishing to sell their animal.
 - k. Ribbon steers ~187 head. Ribbon steers shall be defined as those steers making the premium sale that are not eligible for the carcass contest or harvested for the purpose of providing a hide to a buyer. Provider will assess a ‘per head’ selling fee as well as the mandatory \$2.00/head (or applicable) Beef Promotion fee to HLSR for ribbon steers.
 - l. Carcass contest and hide steers ~233 head. Provider will receive and load carcass contest and hide steers after they have been sold through the Steer Auction, send to wherever the HLSR determines, and bill HLSR the actual freight cost, to be agreed to by the parties before shipment is made. Provider will assess a ‘per head’ basis handling charge to HLSR for these services. If requested, Provider shall also arrange transport to the packing house at a later date, billing HLSR an agreed to freight cost.
- **CLERICAL SERVICES**
Provider to provide a professional “ring clerk” to record a “duplicate record” of all Sales Transactions for the Junior Market Auctions (Lamb & Goat, Barrow, and Steer).

- **DATA AND REPORTING**

Following the check-in and determination of class breaks for each species, HLSR management will provide an electronic class listing. Provider shall collect disposition cards from exhibitors and keep record of the identification of each animal as it is delivered to the holding/loading area. Provider shall maintain electronic files of all junior market animals for HLSR and packer records.

- **PAYMENT**

Provider will process all non-ribbon sales of animals and print all checks and accounts of sale for each 4-H or FFA exhibitor. Applicable checks for each 4-H or FFA exhibitor will be mailed all at once to the respective Club or FFA Chapter. Provider will process all ribbon sales of animals, with appropriate detail, and remit the proceeds (less agreed to fees) to HLSR.

- **BIDDING**

Provider shall solicit bids for the purchase of all animals by contacting bonded individuals and businesses that have demonstrated the ability to carry out transactions of this magnitude and are deemed by Provider to be financially responsible. All ribbon and non-ribbon animals will be sold based upon official HLSR show weights.

- **ANIMALS SOLD “AS-IS”**

The ownership of the animals changes immediately as they are loaded on the buyer’s truck, at which time the HLSR shall have no further liability.

- **FACILITIES**

In addition to receiving/loading areas for each species, HLSR shall provide an office building in NRG Arena for the sole use of Provider during the applicable dates.

- **APPLICABLE DATES**

For the 2020 Show, the market animal schedule shall be as follows:

SPECIES	ARRIVAL	SHOW	AUCTION
Lambs	March 10	March 11 &12	March 13
Goats	March 10	March 11 &12	March 13
Barrows			
Wave 1	March 14	March 15 & 16	
Wave 2	March 17	March 18 & 19	March 20
Steers	March 16	March 18 - 20	March 21

Dates for the 2021 and 2022 Shows will be confirmed at a later date.

PRICE SHEET

SPECIES / ITEMS	FEES
1. Non-Ribbon barrows	\$ per head
2. Ribbon barrows	\$ per head
3. Non-Ribbon lambs	\$ per head
4. Ribbon lambs	\$ per head
5. Non-ribbon goats	\$ per head
6. Ribbon goats	\$ per head
7. Non-ribbon steers	\$ per head
8. Ribbon steers	\$ per head
9. Carcass contest and hide steers	\$ per head
10. Clerical and Data Services	\$ total fee

OTHER

Along with prices, please provide any information relevant to the qualifications of your company to provide the services outlined in this proposal. This may include history, past work/clients, certifications, transportation and marketing capabilities, and ownership of or access to resources and facilities that may be used to effectively fulfill the terms of this proposal. Attach additional pages if necessary.

SUBMITTAL REQUIREMENTS

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

**Houston Livestock Show and Rodeo™
Attn: Purchasing
NRG Center, 3 NRG Park
Houston, Texas 77054**

purchasing@rodeohouston.com

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

A SEPARATE SERVICES AGREEMENT WILL BE DONE WITH SELECTED PROVIDER.

OFFERED BY:

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Signature	Title
<hr/>	
Printed Name	
<hr/>	
Company Name	Date

ACCEPTED BY:

<hr/>	
Signature	Title
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Printed Name	
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Company Name	Date

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.