



REQUEST FOR PROPOSAL:

SPORTING CLAYS FACILITY & RELATED SERVICES

Proposal: #20-011

RFP Released: June 10, 2019

Deadline for Proposals: Monday, June 17, 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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.

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, 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.

TAXES

HLSR is an I.R.S. Code Section 501(c)(3) organization and claims exemption from all sales and/or use taxes pursuant to Texas Tax Code §151.310, as amended. A tax exemption certificate will be furnished upon written request.

INVOICES

Invoices must be itemized and consistent with the provider's proposed pricing.

TITLE TRANSFER

Title and risk of loss of goods shall not pass to HLSR until HLSR receives and takes possession of the goods at the point or points of delivery. Receiving times may vary so the provider needs to confirm exact delivery instructions with the department ordering goods/services.

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.

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

If the provider defaults or fails to perform any of its obligations and such failure is not cured within fifteen (15) days after receiving written notice from HLSR, HLSR may terminate the contract immediately upon written notice to the provider. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to HLSR's satisfaction and/or to meet all other obligations and requirements. 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. HLSR may terminate multiple year contracts without cause upon written notice within forty-five (45) days following the conclusion of the annual event.

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 / INSTRUCTIONS

These supersede GENERAL REQUIREMENTS where applicable.

Below is the proposed schedule for the new format of HLSR's sporting clay youth contest. The event will be a two to three-day competition with a proposed 600 shooters divided into 4 classes: (a) Junior Boys, (b) Senior Boys, (c) Junior Girls, and (d) Senior Girls.

REQUIREMENTS

- Provide Staffing at all stations during contest with the inclusion of NSCA certified referees for the three-day competition.
- Offer a golf cart rental provider for spectators to contract direct rental of golf carts for transportation on the grounds during shoot.
- Offer shooting games throughout ALL days at contestant's expense.
- Provide an office or room for HLSR staff and scorekeepers.
- Provide at least one course for practice the day prior to main event.
- Provide suitable restrooms to accommodate the quantity of guests and staff.
- Collect and remove trash throughout the set up and tournament days.
- Provide a visible first aid station with EMT/ EMS.

SCHEDULE (date and times are subject to change)

- **Friday – February 28, 2020**
 - Registration opens at 7:00 am to all
 - Practice round available on one course at contestant's expense
 - 250 Senior Boys shoot - one course needed
 - 12:00 pm rotation 125 shoot the course
 - 3:00 pm rotation 125 shoot the course

- **Saturday – February 29, 2020**
 - 100 Junior Boys shoot
 - 65 Senior Girls shoot
 - 25 Junior Girls shoot
 - Two courses needed
 - 9:00 am rotation - Junior & Senior Girls report to a course
 - 9:00 am rotation - Junior Boys report to a second course
 - Top 10 from each class will return to shoot the Championship round at 1:00 pm
 - Awards at 3:00 pm
 - Clean up and break down at 3:30 pm
 - Adjourn 5:00 pm

- **Sunday – March 1, 2020 (if needed)**
 - Accommodate final round and awards

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.**

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

OFFERED BY:

Signature

Title

Printed Name

_____ **Date**

ACCEPTED BY:

Signature

Title

Printed 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.