



**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:**

**Sale Manager - All Breeds Registered  
Range Bull and Commercial Female Sale**

Proposal: **#20-014**

Date RFP Released: **June 10, 2019**

Deadline for Proposals: **Monday, July 1, 2019, by 2:00 p.m.**

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**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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.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.

### **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**

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.

## **OPERATION OF GOLF CARTS, ALL-TERRAIN VEHICLES, UTILITY TASK VEHICLES**

Contractors Safety training must be taken by any contractor who will operate a golf cart, all-terrain vehicle, or utility task vehicle during the event. The training course consists of an online multi-slide presentation followed by a seventeen-question quiz. Once the class is passed you will get an email stating that you either passed or failed the course. If you fail, you will need to go back and re-take the course until it is passed. All golf carts, all-terrain vehicles, or utility task vehicles supplied by HLSR will only be issued to those that have been certified through the online class. This is required for any golf cart, all-terrain vehicle, or utility task vehicle operating on HLSR property even those brought by a contractor.

All golf carts, all-terrain vehicles, and utility task vehicles must be properly permitted by HLSR prior to them being used on any HLSR property. A licensed tag must be attached to all golf carts, all-terrain vehicles, and utility task vehicles. The provider must complete a Small Motor Agreement and have an approved certificate of insurance on file prior to any golf cart, all-terrain vehicle, or utility task vehicle being operated on any HLSR property.

## **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

The following requirements and instructions supersede GENERAL REQUIREMENTS where applicable.

### SCOPE

Aid the HLSR in conducting a successful All Breeds Registered Range Bull and Commercial Female Sale.

### JOB SPECIFICATIONS

1. **Provider Considerations:** Provider shall act as the Sale Manager for the All-Breeds Registered Range Bull and Commercial Female Sale. As the Sale Manager, and within the context of a “best efforts” basis, Provider shall do all things necessary to promote and operate an outstanding All Breeds Registered Range Bull and Commercial Female Sale worthy of HLSR and its reputation. Among other services, Provider shall:

- a) secure nominations of registered range bulls and commercial females and screen consignments for quality
- b) limit total consignments to **65 bulls** (maximum of three per consignor) and **450 females** (maximum of three pens of five head each per consignor)
- c) secure a Society for Theriogenology Bull Breeding Soundness Evaluation form with a satisfactory rating for each bull offered for sale
- d) assign pens to bull and female consignors
- e) provide all labor required to:
  - a. unload feed and tack
  - b. place bulls in alleys and return them from alleys to pens during grading
  - c. conduct all cattle movement between the pens and the sale ring during the sale
  - d. load all livestock on buyer’s trucks;
- f) provide HLSR with a lot listing/sale catalog following move in (by end of day)
- g) provide a night watchman with a knowledge of cattle behavior/health for each night that cattle are housed on the premises
- h) determine the grading order for bulls by 7:00 p.m. the night before the grading
- i) compile scores from all graders to arrive at a sale order for both bulls and females
- j) provide HLSR with the sale order for duplication
- k) sell, by auction, all livestock eligible for the All-Breed Registered Range Bull and Commercial Female Sales with the use of acceptable professional auctioneer(s)
- l) provide suitable ring men during the sale
- m) provide all clerks that are necessary to process and account for sale
- n) provide a preliminary accounting to the HLSR of the gross sales within 24 hours of the completion the sale
- o) prepare all buyer invoices, collect all proceeds, issue all necessary clearances, and prepare and deliver all proceed checks to the consignor within 10 days of the sale
- p) remove livestock from the premises within 24 hours of the completion of the sale if a buyer fails to do so; ensure all materials are removed from stalls/pens
- q) facilitate the transfer of any registration papers between seller and buyer

r) endeavor to resolve any disputes between buyers and sellers.

2. **HLSR Considerations:**

- a) facilities necessary to conduct a successful sale, including an auction ring, a suitable audio system, enough pen space for all animals consigned, water tubs and hoses
- b) an office building for the sole use of Provider during the applicable dates
- c) printing of sale catalog and sale orders
- d) parking and grounds passes for Provider and necessary employees
- e) high speed internet drops to the office building and auction block
- f) HLSR will provide an agreed upon number of carts/tractors for the sale manager
- g) HLSR's All Breeds Committee shall:
  - 1) raise funds to provide consignor and buyer hospitality, conduct a quality educational program for consignors and buyers, and provide premiums for high grading consignments
  - 2) receive and stage trailers for move-in at Airport Boulevard
  - 3) unload and pen livestock upon arrival
  - 4) move bulls from alleys through the sale ring and back into alleys during grading
  - 5) remove and re-pen commercial females during grading
  - 6) secure the service of suitable graders for bulls and females
  - 7) work cattle inside the sale ring during the sale

3. **Entry forms/deadlines:** The entry form for the All-Breeds Registered Range Bull and Commercial Female Sale must be approved, in writing, by HLSR. The nomination deadline for the All-Breeds Registered Range Bull and Commercial Female Sale shall be January 10<sup>th</sup> of each year or the next business day if January 10<sup>th</sup> falls during a weekend.

4. **Fees:** With respect to the All Breeds Registered Range Bull Sale and the All Breeds Commercial Female Sale, the Provider will charge the consignor a nomination fee on a 'per head' basis and a selling fee (commission percentage) based on the gross sale price for each animal. A Beef Promotion and Research fee of \$2.00 per head (or applicable) will also be deducted. The nomination fees for both the All-Breeds Registered Range Bull Sale and All Breed Commercial Female Sale shall be made payable to Provider. Within 21 days of the conclusion of the All-Breeds Registered Range Bull Sale and All Breed Commercial Female Sale, Provider shall remit to the HLSR a determined percentage of the gross sale proceeds generated by each sale along with a determined portion of the 'per head' nomination fee for each bull and each female nominated.

5. **Internet broadcast:** If an underwriter is secured to offset costs related to internet sales broadcasts, or if Provider agrees to incur these costs, the HLSR will provide a camera or cameras to produce high quality video of the sales in progress to place on "in house screens" and for a live feed for the internet sales broadcasts.

6. **Applicable dates:** For the 2020 All Breeds Range Bull and Female Sale, move-in shall occur on March 2, 2020, the sale shall occur on March 4, 2020, and move-out shall occur no later than midnight on March 6, 2020. Though subject to change, dates for the 2021 and 2022 sales shall be – March 2 – 21, 2021

and March 1 – 20, 2022, respectively.

7. **Advertising:** Provider shall provide all necessary advertising (including, but not limited to, a dedicated webpage) to conduct a successful All Breeds Female and Range Bull Sale. All proposed Provider advertising material must be submitted to and approved in writing by the HLSR. HLSR will advertise the All-Breeds Female and Range Bull Sales in livestock related advertising and through the use of volunteer committees as much as practical.

8. **Expenses:** Provider shall be solely liable for any and all expenses (including, but not limited to, out-of-pocket, labor and/or supervisors, advertising, office personnel, overhead, office expenses, travel, hotel, bad debt, and auctioneer and ring men fees) incurred in connection with the All-Breeds Female and Range Bull Sales.

9. **Livestock handling:** Provider will adhere to any and all directives from the HLSR with respect to the handling of the livestock.

10. **Sale information:** All sale information shall be provided to HLSR staff no later than February 15<sup>th</sup> of each year. This will allow all material to be created by HLSR and to be reviewed by all parties.



**APPENDIX A: COMPANY INFORMATION**

Provide any information relevant to the qualifications of your company to provide the services outlined in this quote. This may include history, past work/clients, transportation and marketing capabilities, ability to secure high quality consignments, and ownership of or access to facilities that may be used to effectively distribute cattle to buyers. Attach additional pages if necessary.

**PRICE SHEET**

<b>All Breed Female and Range Bull Sale</b>		
<b>Bulls</b>	<b>Charged to Consignor</b>	<b>Remitted to the HLSR</b>
Nomination fee	\$ _____ per head	\$ _____ per head
Commission	_____ %	_____ %
<b>Females</b>	<b>Charged to Consignor</b>	<b>Remitted to the HLSR</b>
Nomination fee	\$ _____ per head	\$ _____ per head
Commission	_____ %	_____ %

**APPENDIX B**

**PROPOSED ADVERTISING SCHEDULE**

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](mailto: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**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

**ACCEPTED BY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**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:

- Specific waiver of subrogation in favor of The Show, Houston Livestock Show and Rodeo Education Fund, Corral Club, Inc., Houston Livestock Show and Rodeo Endowment Foundation and HLS&R Institute for Teacher Excellence (the "HLSR")
- Additional insured endorsement with respect to HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by the HLSR

Coverage shall include:

- Personal injury and advertising injury
- Broad form property damage coverage
- Owners and contractors protective coverage

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

Workers Compensation/Employers Liability

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

Policy shall be endorsed:

- Specific waiver of subrogation in favor of HLSR
- Additional Employer endorsement in favor of HLSR with respect to Workers Compensation policy

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:

- Specific waiver of subrogation in favor of HLSR
- Additional insured endorsement with respect to HLSR

All policies listed above except workers compensation shall be endorsed to provide they are the primary and non-contributory to policies carried by HLSR and include cross liability clause for additional insured.

Policies shall be issued by insurers that are reasonably acceptable to HLSR. 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.