



Request for Proposal:

RFP# 22-057 Buildings & Grounds Rental Equipment

RFP Released: November 29, 2021

Deadline for Proposals: December 14, 2021 by 2:00 PM

Houston Livestock Show and Rodeo, Inc. (“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.

HLSR is 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 “Show”). A Section 501(c) (3) charity, this organization has committed more than \$500 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 100 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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.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.

Any additional labor charges incurred due to an HLSR-requested accelerated take down schedule will be billed at mutually agreed upon rates.

Vendor shall indicate any exclusion, clarifications, or modifications to the work scope outlined herein with the submittal of their Bid.

In addition, any exclusions, clarifications, or modifications to the work scope and/or pricing must be presented to and accepted by Show prior to the execution of a formal 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, video, record, interview or promote the provider and its personnel in conjunction with HLSR activities. The selected provider also understands that any such photographs, videos, recordings, interviews, or promotions may be used by HLSR in television, film, audio, video, visual, graphic, printed, and/or social media.

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 Quote 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, which may be withheld at its sole discretion.

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 Show in any year.

FORCE MAJEURE

HLSR shall not be liable for any delay or failure to perform its operations, activities, contracts, shows and/or events to the extent such delay or failure results from a force majeure occurrence. A force majeure occurrence is defined as any occurrence which makes performance by HLSR illegal, impossible, inadvisable or commercially impracticable, including but not limited to any (i) breakage or accident to equipment, machinery or facilities; (ii) any strike, lock-out or other labor difficulties; (iii) statute, ordinance, regulation, order, directive or rule issued by governmental authorities, including, but not limited to those concerning public health and safety, animal disease prevention, detection and response and/or protection of the environment; (iv) judicial decree or order; (v) pandemic, epidemic, quarantine, recognized health threat as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases); (vi) animal disease and/or quarantine; (vii) war, riot or insurrection; (viii) civil disobedience, public demonstration or sabotage; (ix) act of God, fire, flood, national disaster, explosion or inclement weather; (x) inability to obtain necessary labor, materials, supplies, utilities or transportation; (xi) depression, recessions or other economic downturns; (xii) embargoes or energy shortages; or (xiii) any other cause beyond HLSR's reasonable control.

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, which may be withheld at its sole discretion.

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 provider (and representatives) who will operate a golf cart, all-terrain vehicle, or utility task vehicle during the Show. The training course consists of an online multi-slide presentation followed by a quiz. After completing the training, the provider will receive an email stating whether the course was passed. If the provider (or a representative) fails, he/she must 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 who 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/provider.

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 the HLSR 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

HLSR will receive quotes for our **Rental Equipment** for the 2022 Show.

GENERAL DESCRIPTION

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

PROVIDER TO PROVIDE:

1. Equipment (as specified by HLSR staff) that is in good operational condition at time of delivery.
2. HLSR with direct contact for service or maintenance while equipment is on the HLSR property and/or properties

DELIVERY

1. Equipment delivery dates will fall within a range from January 10, 2022 – April 1, 2022. Exact delivery date will be given upon bid selection.
2. All equipment must be picked up and removed from property within 48 hours of the time it is called off rent and/or no later than April 1, 2022 (whichever comes first).

HLSR TO PROVIDE:

1. Certificate of Insurance and General Liability naming provider as additional insured for all items on rent to HLSR.
2. Certification of Tax Exemption stating that HLSR is exempt from paying taxes.

OTHER

1. Equipment rental order and/or modifications can only be made by HLSR Buildings and Grounds staff (Kim Cornelius, Bobby Richardson, and/or one of their staff designees).
2. The Equipment Acquisition Committee is not authorized to enter or modify rental agreements on behalf of HLSR.
3. Off rent dates given at the time of rental order placement should be set as automatic off rents and can only be modified at the direction of Buildings and Grounds staff.
4. Pricing for each type of equipment will be looked at individually.
5. Multiple providers may be selected across all bids received.
6. Dates for each equipment may vary and change as directed by HLSR Staff.
7. Any equipment available for an in-kind donation should also be noted and **should not** be contingent on rental orders. More information about in-kind donations can be provided upon request.

PRICE LIST

<u>Equipment Type</u>	<u>Specifics</u>	<u>Qty Needed</u>	<u>Donated Qty</u>	<u>Rental Qty</u>	<u>Monthly Rental Rate</u>	<u>Weekly Rental Rate</u>	<u>Daily Rental Rate</u>	<u>Notes</u>
Boom	30' knuckle, white tires, electric	2						
Boom	40' knuckle, diesel	4						
Boom	40' straight, electric	1						
Boom	40' straight, diesel	2						
Boom	45' knuckle, electric	1						
Boom	45' straight, diesel	1						
Boom	60' knuckle, diesel	4						
Boom	60' straight, diesel	4						
Boom	80' straight, diesel	1						
Boom	85' straight, diesel	1						
Boom	150' knuckle or straight, diesel	2						
Crane	35 ton	1						
Crane	50 ton	1						
Crane	70 ton - operated w/ slings (3-5 days)	2						
Crane	Carry deck crane - Broderson IC-200 style	2						
Fans	Port-a-cools or Power Breezers	19						
Generator	2kw-3kw portable	18						
Generator	5kw portable	2						
Generator	20kw	1						
Generator	35kw	4						
Generator	40kw	5						
Generator	70kw	1						
Generator	120kw	1						
Heaters	Patio Style/Propane	8						
Heaters	Torpedo (27 will only be for a week)	40						
Light Tower	34 will be for a week only	270						

<u>Equipment Type</u>	<u>Specifics</u>	<u>Qty Needed</u>	<u>Donated Qty</u>	<u>Rental Qty</u>	<u>Monthly Rental Rate</u>	<u>Weekly Rental Rate</u>	<u>Daily Rental Rate</u>	<u>Notes</u>
Loader	Small Wheel Loader – 1-yard capacity	4						
Pallet Jack	Electric, walk-behind (6 will be week use only)	28						
Pallet Jack	Electric, ride-on units	2						
Scissor Lift	20' 2pass, white tires	6						
Scissor Lift	20' 2pass, electric	14						
Scissor Lift	26', white tire, electric	2						
Scissor Lift	28', diesel	1						
Scissor Lift	30' electric	1						
Scissor Lift	40' 4pass, diesel	9						
Scrubber	Floor Scrubber	2						
Sweeper	Street Broom	2						
Telehandler	12k	2						
Telehandler	10k	4						
Telehandler	8k	6						
Telehandler	6k	2						
Telehandler	5.5k	2						
Truck - Stake bed	12' or 14' with side rails	5						
UTV	2 pass units (gas or diesel)	TBD						
UTV	4 pass units (gas or diesel)	TBD						
Hauling Cost	Please provide truckload hauling cost							
Other Charges								
Trail Ride Generators and Power Setup	Provide complete quote with below specs: 2 -75 kw Generator and 400' cord with 30-amp RV receptacles (qty 20) 35kw Generator and 100' cord with 30-amp RV receptacles (qty 4) 35kw Generator and 100' cord with 30-amp RV receptacles (qty 8)							
2022 Dates:	Deliver and Setup – Memorial Park 2/23/22 Dismantle and Pickup – 2/26/22							

Please direct any questions to Kim Cornelius, at 832.667.1151 or cornelius@rodeohouston.com

SUBMITTAL REQUIREMENTS

**RETURN THIS PAGE ALONG WITH PROPOSAL
HARD COPY OR EMAIL ONLY**

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

dickey@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	
_____ Phone	_____ Email
_____ Company Name	_____ Date

ACCEPTED BY:

_____ Signature	_____ Title
_____ Printed Name	
_____ Phone	_____ Email
_____ 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.