



Request for Proposal:

RFP# 23-033 Petting Zoos

RFP Released: August 3, 2022

Deadline for Proposals: August 19, 2022 by 2:00 PM

The Houston Livestock Show and Rodeo™ is a Section 501(c)(3) charity that promotes agriculture by hosting an annual, family-friendly experience that educates and entertains the public, supports Texas youth, showcases Western heritage and provides year-round educational support within the community. Since its beginning in 1932, the Rodeo has committed more than \$550 million to the youth of Texas. The annual event is powered by 35,000 dedicated volunteers on more than 100 different committees. Visit rodeohouston.com for more information.

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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.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

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 are attached as Exhibit "A" 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 proposals from parties to provide Petting Zoos for the 2023, 2024, and 2025 shows.

GENERAL DESCRIPTION

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

SERVICES REQUIRED

- One (1) indoor Petting Zoo
- One (1) outdoor Petting Zoo

DATES AND TIMES OF OPERATION

- Tuesday, February 28 – Sunday, March 19, 2023
- Tuesday, February 27 – Sunday, March 17, 2024 (tentative dates)
- Tuesday, March 4 – Sunday, March 23, 2025 (tentative dates)
- Petting Zoos must be open for the public, every day, between the hours of 9 a.m. and 9 p.m. CST

TERM/RENEWAL

This Agreement shall have an initial term of three (3) years from the date signed by both parties. Upon expiration of the initial term, this Agreement may be extended on the same terms and conditions, or successive additional terms, for two (2) additional one-year terms if mutually agreed upon.

PAYMENT

Vendor will be paid a flat fee per year for the operation of the indoor and outdoor petting zoo operations. Vendor to pay HLSR 25% of all gross receipts incurred from petting zoo operations no later than the first business day following the conclusion of the show. This includes revenue from both operations (i.e., photo opportunities, pictures, picture frames, merchandise, etc.) excluding feeding fees to which the vendor will keep all proceeds.

VENDOR RESPONSIBILITIES

- Provide appropriate number of staff to operate the petting zoos; to clean, feed, and water animals; and to monitor animal interactions with public throughout duration of the show, staff will wear western themed uniforms with nametags.
- Provide a minimum of 60 friendly hand raised animals for the indoor petting zoo and a minimum of 60 friendly hand raised animals for the outdoor petting zoo.
- Ensure all animals are clean and free of dirt.
- Remove and replace petting zoo bedding daily.
- Obtain, and pay for, all relevant permits and comply with all rules, regulations and requirements of the fire marshal, City of Houston Health Department, and any governmental agency having jurisdiction over our premises or vendor operations, including all required animal health papers.

- Work with HLSR to accommodate terms that may be set forth by a HLSR Sponsor of the attraction(s).

HLSR RESPONSIBILITIES

- Provide one (1) 40'x 60' indoor petting zoo space.
- Provide one (1) 60'x 60' outdoor petting zoo space.
- Provide and maintain Hand washing stations at the indoor and outdoor locations.
- Provide one (1) off-site camper trailer parking.
- Provide all bedding materials.
- Provide four (4) season parking passes.
- Provide ten (10) season grounds passes.

TIMELINE

- Proposals are due back **no later than Friday, August 19, 2022.**
- Job awarded by September 2, 2022

SUBMITTAL REQUIREMENTS

FOR PETTING ZOOS

1. Pricing per year for total indoor and outdoor petting zoo operations.
2. Pricing for any feed sales, photo opportunities or merchandise sales and proposed revenue sharing.
3. List of animals for both petting zoo locations, noting any that may be fenced separately within.
4. Photos of petting zoo set-ups and description of equipment (fencing, tents, etc.) provided by vendor.
5. Drawing of layout for both petting zoo locations, including limited access areas.

FOR GENERAL OPERATIONS

1. Describe your sanitation practices.
2. Describe how you encourage visitors to utilize sanitation stations.
3. Describe your procedures for maintaining clean animals, clean areas, and clean stalling areas.
4. Describe your feeding and watering practices.
5. Describe your hiring practices for staffing.
6. Describe your daily involvement as an owner/operator.
7. Confirm your ability to operate a clean and sanitary operation, complying with all health department requirements (on-site health papers required for all animals).
8. List your requirements of HLSR, including but not limited to equipment and utility provision, space requirements, stalling requirements, and supplies.
9. List of references from similar sized events, with contact information.

For additional information, contact: **Angela Gutierrez at 832-667-1110 or gutierrez@rodeohouston.com**

SUBMITTAL REQUIREMENTS

**RETURN THIS PAGE ALONG WITH PRICING 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.