



Request for Proposal:

RFP# 22-010 Wine Auction Catering

RFP Released: July 28, 2021

Deadline for Proposals: August 13, 2021 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 \$500 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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.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 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 and Event Theme

The Show will receive proposals for catering the Rodeo Uncorked! Champion Wine Auction & Dinner. The bid winner will provide all labor, materials, supplies, and equipment necessary to produce and deliver the item(s) described in this proposal and as directed by Show staff. The dinner itself will be a white glove serviced, seated, four-course meal that will include salad, entrée, cheese course and dessert. The highest level of service is expected for this event. All food items should complement the theme of Washington State.

Event Overview

- Date: Sunday, February 27, 2022
- Time: 5:00 PM to 11:00 PM
- Description: Seated 4-course dinner for the Rodeo Uncorked! Champion Wine Auction & Dinner
- Attire: Cocktail/Western Chic
- Location: NRG Center, Second Floor, 600 Series Rooms
- Est Guests: 750-850
- The Show will provide a final guarantee of guests no later than February 21, 2022.

Schedule of Events

- 5:00 PM: Guests arrive
 - Guests will enter the mezzanine area to register for auction and shop the silent auction, while catering butlers offer red, white, and sparkling wine, mineral water and hors d'oeuvres.
- 6:15 PM: Guests will be seated for dinner
 - A live auction will occur just after the cheese course is served and dessert service will continue during the auction.

Beverage services

Show will provide:

- All bar services, bar supplies (except glassware described within this bid), bartenders and bar staff
- A minimum of eight (8) bartenders, all bar backs and bar management
- Sparkling, white and red wine for the cocktail reception
- White and red wine for sequential wine service at the table, with sparkling and other reception wine on request.

Caterer will provide:

- Bottled mineral water (unmarked or Dasani only), iced tea (upon guest request), coffee to be served at the table, and staff to serve the wine provided by the Show.

Food Menu

- Please attach menu proposal to this bid
- Should include:
 - Table snacks (ex: nuts, dried fruit, breadsticks, homemade chips)
 - Salad course

- Entrée
 - Cheese course
 - Dessert course
- Food selection should go in theme with theme of Auction. The theme for 2022 is Washington State. Please ensure these are considered with an upscale preparation and presentation.

Table Settings (counts dependent on final RSVP)

Caterer to provide:

- Presentation pieces for hors d'oeuvre
 - 60 silver waiters' trays
 - 18 sets of silver coffee service
 - 43 silver bread bowls
- Bar glassware for reception
 - 2,100 all-purpose wine glasses
 - 300 flutes
 - 400 old fashioned glasses
- High quality three-ply white paper cocktail napkins 2,500
- China
 - 10" plate for first course
 - 10" entrée plate
 - 9" plate for cheese course – or another appropriate size
 - 9" plate for dessert course – or another appropriate size
 - Coffee cups/saucers (360)
- Silver flatware, small fork/knife for first course, entrée fork/knife, small fork/knife for cheese course, dessert spoon/fork and coffee spoon
- Stemware (standard) for table settings
 - Water goblets, white wine glass, red wine glass, flute if required
 - Iced tea glasses for service upon guest request
- 172 sets salt and peppers
- 86 tall table stands for table number (provided by Show)
- 4 sets of dinner bells
- 258 bowls for table snacks
- 30 champagne buckets if necessary to chill white or sparkling wines for higher end tables

Show to provide:

- 2nd red wine glass (approx. 860) for the seated tables

Linens (counts dependent on final RSVP):

Show to provide:

- 86 – 132" round linens for 72" round seating tables
- 860 – chair covers
- 8 – 96" linens for drop tables
- 24 – 96" linens for bar glassware tables
- 12 – 90" x 156" linens for silent auction
- 10 – 90" x 156" linens for registration
- 20 – 120" linens for bar high tables
- 8 – 90" x 156" linens for water/wine stations
- 4 – 90" x 156" linens for passing stations

Caterer to provide:

- 230 – white waiters' side napkins
- 900 – white dinner napkins

Equipment

Show will provide:

- 86 – 72" round tables (for dinner)
- 8 – 30" diameter x 42" tall cocktail tables
- 8 – 8 ft. x 30" tables for Registration
- 25 – 8 ft. x 30" tables for Silent Auction
- 7 – 8 ft. x 30" tables for Wine Lots backstage
- 8 – bars (6 in reception area, 2 in dining room)
- 24 – 36" round bar glassware tables
- 860 – chairs for dinner tables
- 20 – chairs (registration)
- 8 – 8' tables for water/wine stations in lobby
- 8 – 8' tables for water/wine stations in dining room

Caterer will provide equipment as necessary to prepare entrees. In previous years, this equipment has included:

- 8 convection ovens with multiple racks
- 2 tabletop convection ovens
- 40 bus tubs
- 6 trash cans with heavy duty liners
- 30 hot boxes
- 20 ice chests for wine/water stations
- Cassette stoves
- Coffeemakers
- Worktables for back of house
- 60 – 8 ft. tables of space (30) 6 ft. children's if possible
- 28 – 6 ft. tables

Suggested general staff services provided by caterer – *Exceptional white glove service expected at tables, actual depending on final count*

- 1 – Account executive
- 2 – Event managers
- Executive chef
- 28 – Servers, hors d'oeuvre
- 126 – Servers, seated dinner
- 48 – Bussers/cocktail waiters
- 26 – Beverage passers
- 37 – Culinary staff
- 24 – Dining room completion team
- 8 – Kitchen stewards

Event Setup and Parking Instructions

- Caterer will arrive on Saturday, February 26 for setup at 9:00 AM. Can arrive on February 25 as well if planned beforehand.
- Caterer will arrive on Sunday, February 27 for setup, remaining staff will arrive throughout the day with the bulk arriving at 3:30 PM.
- Times are negotiable as mutually agreed upon by both the caterer and the Show
- Show will provide parking areas at no charge to Caterer for the event staff and trucks

Electrical

Show will provide:

- A technician for trouble shooting for power and they would be required to be on site the day of the event from 3 PM to 9 PM. Technician will be accessible with a cell phone, from 3 PM to 9 PM
- Power in service hallway, second floor of NRG Center
- 2 dedicated 20-amp circuits for 2 small tabletop ovens (or as needed, please specify)
- 6 dedicated 20-amp circuits for 6 coffee makers (or as needed, please specify)

Auction prize donated by caterer

- At no charge to Show, a certificate for the live wine auction to include a seated dinner for 50 (50) guests. The food, table settings and service staff will be selected by caterer.
- Winner of the certificate will provide all beverages, bar, and dinner wines.
- Event location must be in Harris County.
- Must be redeemed by February 27, 2023
- Recognition of caterer in all printed materials for the event at a level commensurate with the in-kind contribution.

Proposal Submission

- Pricing will be submitted on the Price Sheet by line item
- Vendor is to submit all menu selections along with their pricing
- The Show reserves the right to alter menu selections, which will be determined at the pre-event tasting.
- Return all pages from this RFP document.

*Note: quantities may be adjusted after final guest count is established on table setting, linens, equipment.

PRICE SHEET

CATERING FEES	Count	Per Person	Total
Seated Dinner – White Glove Table Service	850		
Butler Passed Hors D 'Oeuvres	850		
Salad Course	850		
Cheese Course	850		
Desserts	850		
Coffee, Tea, Water Service	850		
Table Settings – per specifications in document	1		
Equipment – per specifications in document	1		
Linens: per specifications in this document	1		
Other			
Net Total			

Auction Prize Donation Value

\$_____

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.