



Bid #: 12_189

Due Date: 02/06/12

**BID FOR: Catering the Parade Committee Dinner at the 2012
Houston Livestock Show and Rodeo™**

RETURN ALL BID PAGES (WITH SIGNATURE) TO:

HOUSTON LIVESTOCK SHOW AND RODEO™

**Attn: Wade Hooker
Reliant Center
8334 Fannin Street
Houston, Texas 77054**

Sign in INK; failure to sign WILL disqualify the offer. Prices must be typewritten or written in ink.

Company Name: _____

Contact Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Ph No: _____ Fax No: _____ E-mail: _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until an order is issued by an approved Show agent.]

ACCEPTED BY: _____ DATE: _____

Joe Bruce Hancock – General Manager

GENERAL REQUIREMENTS

1. Engagement of Provider. Selected Provider represents and confirms that its Services will be performed in a good, careful, professional and workmanlike manner and to the complete satisfaction of HLSR. Provider is responsible for and shall obtain any and all required federal, state and local licenses and permits and other forms of documentation governing the sale and service of food and alcoholic beverages and shall in every respect comply with all applicable laws, rules, regulations and ordinances. Upon request and without charge to HLSR, Provider shall furnish copies of such licenses, permits and other forms of documentation. Should Provider at any point lose one or more of its licenses or permits, it shall promptly notify HLSR and immediately rectify the matter as failure to do so will be a breach of this Agreement.

2. Personnel. Selected Provider shall provide the staffing ("Staff") and resources required to accomplish the Services contracted for hereunder and warrants that it and its Staff are appropriately qualified, licensed and/or permitted to perform the Services. Provider understands and agrees that it is fully responsible for the errors, acts and omissions of all Staff directly or indirectly employed by it or its subcontractors, if any. Provider shall cause all Staff assigned to duty on HLSR's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to HLSR upon request.

All materials, supplies, equipment, services, signage and Staff shall meet standards reasonably acceptable to HLSR. Provider understands and agrees that HLSR has the right to require the removal of any individual, product, sign or service that does not meet such standards.

3. Insurance. Provider will carry insurance, with insurance carriers acceptable to HLSR and with the coverage, endorsements and minimum limits of liability required by HLSR, against all claims for property damage and for damages caused by bodily injury, including death, to Staff, HLSR agents and employees and third parties. HLSR, Houston Livestock Show and Rodeo Educational Fund, Corral Club, Inc., Houston Livestock Show and Rodeo Endowment Foundation and HLS&R Institute for Teacher Excellence shall be named as additional insureds to Provider's insurance policies.

Provider's insurance shall be primary and non-contributory with any insurance carried by HLSR. Provider grants to HLSR, on behalf of any insurer providing insurance to Provider with respect to any of the perils for which Provider has agree to provide insurance, waiver of any right of subrogation which any insurer of one Party may acquire against the other by virtue of payment of any loss under such circumstance.

Provider shall maintain such insurance in full force and effect throughout the duration of this Agreement. Provider will also require all contractors and third parties performing work or providing services in connection with this Agreement to carry insurance which meets the terms, requirements and minimum limits of liability required by HLSR. All policies must require that and Certificates of Insurance must evidence that Certificate holders are to receive thirty (30) days advance written notice of any cancellation.

Provider shall maintain workers' compensation insurance as required by law. In addition, Provider shall carry Commercial General liability Insurance, including, but not limited to, products, contractual and broad form vendors' coverage, with minimum limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate.

Provider shall furnish proof of insurance coverage to HLSR no later than February 15, 2012 naming HLSR as certificate holder and indicating compliance with the foregoing insurance requirements.

4. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS HLSR AND ALL OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, VOLUNTEERS, PARTNERS, EMPLOYEES, ATTORNEYS, UNDERWRITERS, INSURERS AND AGENTS (COLLECTIVELY, "THE HLSR INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, SUITS, TAXES, LIENS, PENALTIES, FINES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES), INCLUDING CLAIMS ALLEGEDLY ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF HLSR INDEMNITEES. THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, DEATH OR INJURY TO OR DESTRUCTION OF PROPERTY, AND/OR INFRINGEMENT AGAINST ANY PROPERTY OR PRIVACY INTEREST ARISING OUT OF OR IN CONNECTION WITH PROVIDER SERVICES AND THIS CONTRACT. ADDITIONALLY, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE HLSR INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES), REGARDLESS OF ANY ALLEGATION OR FINDING OF NEGLIGENCE AGAINST HLSR, ATTRIBUTABLE TO ANY AND ALL CLAIMS AGAINST THE HLSR INDEMNITEES BY ANY EMPLOYEE OR AGENT OF PROVIDER. 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' COMPENSATION ACTS, DISABILITY BENEFITS OR OTHER EMPLOYEE BENEFIT ACTS.

ANY DAMAGE TO OR LOSS OF PROVIDER'S OR ANY OR ITS SUBCONTRACTOR'S MATERIALS, EQUIPMENT, PROPERTY, RENTAL PROPERTY OR OTHER PROPERTY USED IN CONNECTION WITH A CATERED FUNCTION SHALL BE BORNE BY PROVIDER, REGARDLESS OF THE REASON THEREFOR (INCLUDING HLSR'S SOLE OR CONCURRENT NEGLIGENCE). PROVIDER HEREBY EXPRESSLY RELIEVES THE HLSR INDEMNITEES FROM ANY RESPONSIBILITY FOR SUCH DAMAGE OR LOSS AND WAIVES ITS RIGHTS OF RECOVERY, IF ANY, AGAINST THEM. PROVIDER'S INSURANCE POLICY COVERING SAID EQUIPMENT SHALL BE SUITABLY ENDORSED TO PROVIDE FOR THIS WAIVER OF RIGHT OF RECOVERY.

5. Liquor Service. If alcoholic beverages are to be sold or served in connection with a Catered Function, such beverages shall be dispensed only by Provider and Provider's personnel and bartenders. Provider represents and warrants to HLSR that all of its personnel have undergone adequate training relating to claims of liquor liability and the safety concerns inherent in the service of liquor. Provider has a liquor service policy that requires its bartenders, waiters and other personnel to discontinue service of alcoholic beverages to obviously intoxicated guests.

Prior to any Catered Function where alcoholic beverages will be served, Provider will verify that all of Provider's bartenders, waiters and personnel serving alcoholic beverages to HLSR's guests and patrons are fully advised of, understand and agree to comply with Provider's liquor service policy.

PROVIDER WARRANTS THAT IT CARRIES HOST LIQUOR LIABILITY INSURANCE, AND WILL DEFEND, INDEMNIFY AND HOLD HLSR, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, VOLUNTEERS, PARTNERS, EMPLOYEES, ATTORNEYS, INSURERS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, SUITS, LIABILITIES AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) CAUSED BY OR ARISING IN WHOLE OR IN PART FROM THE SERVICE OF ALCOHOLIC BEVERAGES BY PROVIDER UNDER THIS AGREEMENT.

6. Acknowledgement of Risks and Release from Liability. Provider recognizes that there are risks associated with being a commercial vendor at Reliant Park, including, but not limited to, bodily injury or death to persons and damage to property. Provider hereby releases, acquits and forever discharges and waives and all claims against HLSR that arise from or relate to being a commercial vendor at Reliant Park and agrees not to sue HLSR for such claims.

7. Photograph / Interview / Information Release and Indemnity Agreement. Provider grants permission to HLSR to photograph, interview and/or promote Provider and its personnel in conjunction with HLSR's activities. Provider understands that any such photograph or interview may be used by HLSR in television, radio, film video, visual, graphic and/or printed media. Provider grants permission to HLSR to list Provider's name and principal office and place of business on the HLSR web site. Provider waives any and all intellectual property or privacy rights and claims arising from HLSR's use of such recorded or live material in conjunction with the Show and assigns all such rights to HLSR.

8. Intellectual Property. Provider acknowledges that the trade names, logos, copyrighted material and trademarks of HLSR and RODEOHOUSTON are the sole and exclusive property of HLSR (collectively, the "HLSR Marks"). Nothing herein shall grant Provider any right, title or interest in the HLSR Marks, and Provider agrees not to use the HLSR Marks or any other mark confusingly similar to any of the HLSR Marks without the prior written consent of HLSR.

HLSR acknowledges that the trade names, logos, service marks and trademarks of The RK Group, Rosemary Delivers, Flair Floral, Illusions Rentals & Designs and Illusions rentals & Décor (collectively, the "RK Marks") are the sole and exclusive property of Provider. Nothing herein shall grant HLSR any right, title or interest in the RK Marks, and HLSR agrees not to use the RK Marks or any other mark confusing similar to any of the RK Marks without the prior written consent of Provider.

9. Consequential Damages. Neither HLSR nor Provider shall be liable to the other for indirect or consequential damages, including, but not limited to, lost profits or other economic loss (whether arising from negligence, breach of contract, warranty, tort, strict liability or otherwise), unless such loss results from a breach of the terms of this Agreement concerning unauthorized use of the HLSR Marks or the RK Marks.

10. Non-Exclusive Contract. HLSR reserves the right to enter into contracts for other work similar to the Services provided for hereunder, and Provider shall coordinate its work and cooperate with other contractors on site. The presence of other contractors on site shall not constitute any cause for Provider's delay, disruptions, hindrances, inefficiencies, loss of productivity or any unauthorized failure to perform the Services provided for hereunder.

11. Cancellation. If a Catered Function is cancelled or rescheduled for any reason other than (a) a Force Majeure Event defined in Section 18 below or (b) the failure or refusal of Provider to provide Services for a Catered Function in breach of this Agreement, then HLSR agrees that Provider is entitled to retain from the Deposit as liquidated damages (and not as a penalty) for the cancellation or rescheduling of such Catered Function all reasonable out-of-pocket costs and expenses actually incurred in preparation for such Catered Function and Provider's anticipated profit for such Catered Function. Provider shall, upon request, provide HLSR proof of and an accounting for all claimed costs, expenses and anticipated profits. The parties agree that Provider's actual damages in such event cannot be calculated with reasonable certainty in advance. If a Catered Function is cancelled or rescheduled due to a Force Majeure Event defined in Section 18 below, Provider is entitled to retain from the Deposit only reasonable out-of-pocket costs and expenses actually incurred for such Catered Function. Provider shall comply with a request by HLSR for proof of and an accounting for all claimed costs and expenses.

12. Force Majeure. Except as provided for in Section 17 above, neither HLSR nor Provider shall be liable to the other Party for any delay or nonperformance of any of its obligations under this Agreement due to acts of God; war, terrorist threat or act, riot or other public disorder; fire; natural disaster; strike or other work stoppage; governmental regulation, direction or request; or any other act not within the control of the Party whose performance is interfered with, and which, by reasonable diligence, such Party is unable to prevent ("Force Majeure Event").

13. Agreement in Entirety. This Agreement contains the entire agreement between the Parties and supersedes and cancels all previous agreements, negotiations and commitments and may not be modified or amended in any way except by an instrument in writing and signed by a duly authorized officer of each of the Parties hereto. If any term or provision herein shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and unaffected by such holding.

14. Assignment. Neither this Agreement nor the rights and obligations attributable hereto may be assigned or transferred without the prior written consent of the other Party.

15. Texas Law and Arbitration. This Agreement 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 that would require the application of the laws of a state other than Texas. Provider hereby unconditionally submits to the jurisdiction of the State of Texas and agrees that the proper venue for all disputes and claims arising out of or related to this Agreement shall be in Harris County, Texas. Provider waives all claims that venue is proper in any location other than Harris County, Texas.

All claims or disputes between Provider and HLSR and/or its agents, officers, directors, employees, volunteers, members and assigns, in any way arising out of or related to this Agreement, shall be decided by binding arbitration administered by the American Arbitration Association (“AAA”) pursuant to the Federal Arbitration Act and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the Parties mutually agree otherwise. The decision of the arbitrator(s) shall be final, conclusive and binding on the Parties, and judgment may be entered thereon in the applicable state court of Harris County, Texas to enforce the decision.

SPECIFICATIONS

SCOPE

The Houston Livestock Show and Rodeo (the “Show”) will receive bids from parties for Catering the Parade Committee Party (Bid #12_189).

GENERAL DESCRIPTION

Provide all labor, materials, supplies and equipment necessary to produce and deliver the item(s) described in this quote and as directed by Show staff.

EVENT OVERVIEW

Date: **Friday, March 09, 2012**
Time: 6:00 PM to 9:00 PM
Description: Dinner – Served from buffet areas
Attire: Casual /Western Chic
Location: Reliant Center, 600 Series Rooms, 1st floor
Guests: 300

MENU

- We would like two bids from you. One for BBQ and one for Cajun Food.
- Our target budget is \$11 - \$14 pp

Beverages

- Water and iced tea
- Regular and decaf coffee to be offered

OTHER

Caterer to provide:

- High quality disposables
- Setup, chafers, serving pieces, buffet tables, etc.
- All needed staffing and attendants (i.e. bussing tables, pouring tea & water, etc)
- Show will provide all bar service & bar staff

APPENDIX A: PRICE SHEET

| Menu - #1 BBQ | Charge | Admin Fees |
|---------------|--------|------------|
| Dinner | \$ | \$ |
| Equipment | \$ | \$ |
| Labor | \$ | \$ |
| Gratuity | \$ | \$ |
| Other: | \$ | \$ |
| Other: | \$ | \$ |

Total \$ _____

| Menu - #2 CAJUN FOOD | Charge | Admin Fees |
|----------------------|--------|------------|
| Dinner | \$ | \$ |
| Equipment | \$ | \$ |
| Labor | \$ | \$ |
| Gratuity | \$ | \$ |
| Other: | \$ | \$ |
| Other: | \$ | \$ |

Total \$ _____

**DATE AND LOCATION SUBJECT TO CHANGE.
YOU NEED TO VERIFY LOCATION 30 DAYS PRIOR TO SCHEDULED DATE.**

SUBMITTED BY: _____

COMPANY NAME

PRINTED NAME

PRINTED TITLE

SIGNATURE

DATE