

EXHIBIT

A

**CITY OF ROUND ROCK AGREEMENT FOR
RENTAL OF PARADE BALLOONS
WITH
BIG EVENTS, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the rental of parade balloons for the City of Round Rock events, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2025 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and BIG EVENTS, INC., whose offices are located at 3909 Oceanic Drive, Suite 402, Oceanside, CA 92056 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to rent parade balloons for City events; and

WHEREAS, City issued Request for Proposal ("RFP") for said rental services; and

WHEREAS, based upon the proposals received, City determined the Vendor provides the best value for the provision of the goods and services set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes City's RFP No. 25-025-UPDATED dated July 2025 and Vendor's proposal (attached as Exhibit "A").

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

G. **Vendor** means Big Events, Inc., its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated.

B. The term of the Agreement shall be sixty (60) months from the Effective Date.

C. City reserves the right to review the relationship with Vendor at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents.

4.0 SCOPE OF WORK

Vendor shall satisfactorily complete all services described in Vendor's Proposal in Exhibit "A," attached hereto and incorporated herein, at the request of the City, within the contract term specified.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid supplemental agreement as described herein.

5.0 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor and amount not-to-exceed **\$250,000.00** for the term of this Agreement.

6.0 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Jenene Jeffries-Uhrig, Manager
Parks and Recreation Department
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
jjeffries@roundrocktexas.gov
(512) 341-3362

13.0 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at:
<https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf>

14.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the

charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Big Events, Inc.
3909 Oceanic Drive
Suite 402
Oceanside, CA 92056

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.0 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Big Events, Inc.

By: 

Printed Name: CHARLES TRIMBLE

Title: PRESIDENT

Date Signed: 10/6/25

Attest:

By: _____

Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____

Stephanie L. Sandre, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

INFLATABLE PARADE BALLOON RENTAL

SOLICITATION NUMBER 25-025-UPDATED

JULY 2025

**INFLATABLE PARADE BALLOON RENTAL
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" is seeking proposals from qualified vendors to provide professional services related to the rental, inflation, and operation of inflatable parade balloons for citywide events and holiday parades. These balloons are a central feature of annual celebrations and are expected to contribute to the festive and safe atmosphere of public events.

The City is setting a not-to-exceed cost of \$50,000 per year for the term of contract.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page 9-10
Part V – Proposal Preparation Instructions and Evaluation Factors	Page 11
Attachment A- Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C- Insurance Instructions	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	July 30, 2025
Deadline for submission of questions	August 13, 2025 @ 5:00 PM, CST
City responses to questions or addendums	Approximately August 15, 2025 @ 5:00 PM, CST
Deadline for submission of responses	August 29, 2025 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various

Exhibit "A"

updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: <https://www.ethics.state.tx.us/filinginfo/1295/>
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov. In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

 - A. **Prior to Response Due Date:** If you are a qualified respondent and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for responses, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the response due date.
 - B. **After Response Due Date:** If you submit a response to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
 - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer

Exhibit "A"

has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

- iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in inflatable parade balloon rental as specified herein and have adequate organization, facilities, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in inflatable parade balloon rental.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits,

Exhibit "A"

insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

7. **PRICE INCREASE:** Contract prices for inflatable balloon rentals shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Contractor cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once the City Council has approved the recommendation of the award and the agreement has been executed.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. The City's designated representative: The City's designated representative shall be:

Name: Jenene Jeffries
Title: Manager
Dept: Parks and Recreation
Phone: 512-341-3362
E-mail: jjeffries@roundrocktexas.gov

C. Do not contact the individual listed above with questions or comments during the course of the solicitation.

13. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" is seeking proposals from qualified vendors to provide professional services related to the rental, inflation, and operation of inflatable parade balloons for citywide events and holiday parades. These balloons are a central feature of annual celebrations and are expected to contribute to the festive and safe atmosphere of public events. The City hosts multiple events annually, including but not limited to "Fourth of July" and "Light Up the Lake" celebrations. The city intends to rent approximately 7 large inflatable balloons per event.
2. **MATERIAL SPECIFICATIONS:**
 - A. Balloons must be made of high-quality fabric with quality coloring.
 - B. Balloons must not have rips, tears, holes or any other defects. All balloons must be shipped with patch kits in case of defect upon arrival. If defects keep a balloon from being displayed at an event, a credit shall be applied.
3. **SERVICE REQUIREMENTS:** The Contractor shall:
 - A. Permitting and Compliance: Ensure all balloons comply with applicable safety standards, city regulations, and FAA requirements, if applicable.
 - B. Storage: Optional off-site storage of balloons (if applicable).
4. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
 - A. Be responsible for the packaging and shipping of all parade balloons and associated materials to and from the City of Round Rock (PARC) yard.
 - B. Deliver balloons and associated materials 4 days (at minimum) prior to the scheduled event.
 - C. Inspect all parade balloons prior to shipping and again upon arrival and receipt at the city location. Complete a visual and physical inspection for defects, damage, or wear. Verify dimensions, design, branding, and artwork for accuracy.
 - D. Evaluate material quality, anchoring systems, and safety features prior to shipping.
 - E. Supply and review manuals, care instructions, and repair kits (if applicable).
 - F. Test the inflation for proper functionality and air retention prior to shipping.
 - G. Assist with inflating and deflating all parade balloons at the parade staging locations.
 - H. Provide the required number of supervisors who shall operate and monitor all parade balloons along the entire parade route. Supervision shall include assisting city staff in the operation and monitoring of all parade balloons along the parade route.
 - I. Provide cold air and pumps for all cold air balloons.
 - J. Observe and obey all city signage while on city property.
 - K. Upon completion of each event, the Contractor is responsible for coordinating the packing of all parade balloons and making all shipping arrangements for the shipping of all parade balloons back to the company.
5. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the city, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
 - A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contract person. If a change has been made to the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.

- D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.
- 6. **MAINTAIN COMMUNICATION**: Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
- 7. **DELIVERY AND STORAGE**: The Contractor shall make all arrangements for the delivery of inflatable balloons and supplies for each event. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
- 8. **CITY RESPONSIBILITIES**: The City will-
 - A. Provide access to facilities or a designated location as needed.
 - B. Provide access to utilities needed to complete tasks.
 - C. Coordinate with the Contractor for the successful delivery of products.
 - D. Ensure that the designated location or site is reasonably free of debris and hazards.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all the following documents in their response-

- o Attachment A- Proposal Submittal Form
- o Attachment B- Reference Sheet
- o **Respondent's Catalog Pricing**
- o Acknowledged Addenda (if applicable)
- o Segment requirements listed below.
- o A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- o List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondent's Solution, Safety Requirements, Approach, & Timeline**

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Program Approach and Timeline:** Describe your technical plan for accomplishing required work and the estimated timeline for a project. Specifically indicate:
 - 1) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - 2) Portfolio of balloons that includes images, dimensions, cubic feet (measurements) and number of handlers required.
 - 3) A description of your role from inspections to the event and briefing.
 - 4) A plan of action should there be any issues on the day of the event.

B. **Segment 2 – Company Work Experience and Personnel**

- i. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ii. **Project Management Structure:** Provide a general explanation and organizational chart which specifies project leadership and reporting responsibilities and interface the team with City project management and team personnel.
- iii. **Prior Experience:** State the number of years that your company has been providing the requested services in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include

Exhibit "A"

corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2015. Supply the project title, year, and reference name with title, present address, and phone number of principal persons for whom prior projects were achieved.

- iv. Personnel: Include names, qualifications, and resumes of all personnel who will be assigned to the project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- v. Contractors' past performance with the City may be considered.

- C. Segment 3 – Catalog Pricing and Assortment: Information described in the following subsections is required from each respondent. Your method of cost may or may not be used but should be described in detail. A firm fixed price or not-to-exceed contract is \$50,000 per year. The evaluators will score points on your catalog and your assortment of items.
 - i. Catalog patriotic balloons with pricing.
 - ii. Catalog of cold air Christmas balloons with pricing.
 - iii. Catalog of "all other" balloons with pricing.
 - iv. Cold air fees.
 - v. Supervisor rates including all travel expenses.
 - vi. Shipping/freight charges.
 - vii. Itemized cost of supplies and materials.

10. EVALUATION SCORING: The intent of the City is to award to one respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

- A. Evaluation Criteria:

	Weights:
• Respondent's Solution, Approach, Safety Requirements & Timeline (Segment 1)	40 pts
• Company Work Experience and Personnel (Segment 2)	20 pts
• Catalog Pricing	20 pts
• <u>Catalog Assortment</u>	20 pts
Maximum Weight:	100 pts
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to re-score an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for the award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal respondents and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

11. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Respondent from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

12. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

Big Events Helium Balloon Rental Inventory

Size	Balloon	Helium	Handlers	Rate Card
Licensed Characters				
40'	Ariel the Zoonicorn	2300	20	\$ 5,500
35'	Barney	1400	12	\$ 4,500
45'	Betty Boop	2600	24	\$ 5,750
45'	Betty Boop w/Sash	3000	24	\$ 5,750
35'	Bob the Builder	2700	18	\$ 4,250
38'	Cabbage Patch	3200	22	\$ 5,000
50'	Cat in the Hat	2100	22	\$ 6,000
45'	Catboy - PJ Mask	2300	20	\$ 6,000
45'	Clifford the Big Red Dog	3000	24	\$ 6,000
30'	Garfield with Pooky	2500	20	\$ 5,500
28'	Garfield Santa	2700	20	\$ 5,250
40'	Grinch	2100	20	\$ 5,500
40'	Hagar the Horrible	2800	16	\$ 4,500
30'	Horton the Elephant	2050	18	\$ 4,500
22'	Kids Fish	1200	10	\$ 3,500
30'	Lorax	2100	22	\$ 4,500
18'	Lorax Trees (2)			\$ 2,000
33'	Magic School Bus - Submarine	2500	18	\$ 4,250
35'	Mighty Mouse	2400	16	\$ 5,500
25'	Mr. Potato Head Classic	2200	14	\$ 5,000
28'	Mr. Potato Head Fireman	2800	16	\$ 5,000
40'	My Little Pony	4000	24	\$ 5,500
25'	Pacman	1500	10	\$ 4,000
40'	Teenage Mutant Ninja Turtle	3000	16	\$ 6,000
56'	Thing 1 & Thing 2	4700	30	\$ 6,000
30'	Thomas The Tank	4000	24	\$ 6,000
35'	Very Hungry Caterpillar	2500	22	\$ 5,500
58'	Word Girl	3200	30	\$ 5,500
Non-Licensed Characters				
13'	Apple	600	4	\$ 1,000
45'	Astronaut	3300	17	\$ 4,500
10'	Baseball	500	4	\$ 800
12'	Basketball	700	4	\$ 1,000
15'	Basketball	900	8	\$ 1,700
10'	Beach Balls - Multicolored	525	4	\$ 800
7'	Beach Balls - Red/White/Blue	210	2	\$ 600

Exhibit "A"

14'	<u>Birthday Cake</u>	1900	12	\$	3,000
45'	<u>Blue Angel Jet</u>	1800	20	\$	4,500
12'	<u>Blue Bird</u>	400	2	\$	1,000
24'	<u>Butterfly</u>	700	10	\$	2,500
28'	<u>Candy Cane</u>	650	6	\$	2,500
50'	<u>Candy Cane</u>	1000	12	\$	3,500
16'	<u>Chinese Lantern</u>	1000	6	\$	2,000
12'	<u>Christmas Bells - Qty 3</u>	1500	12	\$	2,000
8'	Christmas Orn. Santa Head	300	2	\$	500
12'	<u>Christmas Orn. Digital Print - Santa/Snowman</u>	1100	8	\$	1,400
13'	<u>Christmas Orn. (Red Set - Qty 4)</u>	2100	16	\$	2,500
14'	<u>Christmas Orn. (Bell/Star/Orn - Qty 3)</u>	1500	12	\$	1,750
28'	<u>Christmas Stockings - Qty 2</u>	1900	12	\$	4,000
20'	<u>Christmas Wreath</u>	1250	10	\$	1,800
45'	<u>Clown</u>	3700	24	\$	4,500
30'	<u>Clown Head</u>	1800	12	\$	2,500
45'	<u>Cowboy</u>	2800	20	\$	4,000
30'	<u>Cowboy Boot Patriotic</u>	2500	16	\$	3,000
65'	<u>Dinosaur</u>	4300	24	\$	5,000
45'	<u>Dog w/Bone, Candy Cane, Paper</u>	2600	20	\$	5,000
45'	<u>Eagle</u>	2500	20	\$	4,500
10'	<u>Earth</u>	525	4	\$	800
14'	<u>Earth</u>	700	6	\$	1,000
24'	<u>Elves - Qty 2</u>	2800	24	\$	3,500
30'	<u>Elves - Qty 2</u>	4000	30	\$	4,000
20'	<u>Firecracker</u>	600	6	\$	750
30'	<u>Flag - USA</u>	1800	12	\$	3,000
35'	<u>Flag - USA</u>	2300	14	\$	3,400
30'	<u>Flag - Pirate</u>	1800	12	\$	2,800
18'	<u>Football</u>	550	6	\$	1,400
22'	<u>Football</u>	1500	12	\$	1,800
50'	Football Player	2700	20	\$	5,000
20'	<u>Frog Prince</u>	1200	8	\$	2,500
14'	Gift Box with Tag	1600	8	\$	1,500
14'	<u>Gift Box - Qty 3</u>	4200	24	\$	4,000
12'	<u>Gingerbread House</u>	1400	10	\$	2,000
28'	<u>Gingerbread Man</u>	1800	12	\$	2,500
28'	Gingerbread, Mr.	1800	12	\$	2,700
28'	Gingerbread, Mrs.	1800	12	\$	2,700
40'	<u>Gingerbread Man</u>	2300	22	\$	3,800

Exhibit "A"

35'	<u>Goldfish</u>	1900	12	\$	3,000
16'	<u>Heart</u>	550	4	\$	750
35'	<u>Hot Rod</u>	3200	20	\$	3,500
25'	<u>Humpty Dumpty</u>	1600	15	\$	3,000
40'	<u>Humpty Dumpty</u>	2500	14	\$	3,500
18'	<u>Ice Cream Cones - Qty 3</u>	1500	9	\$	2,250
18'	<u>Ice Cream Cones - Mint Chip</u>	500	3	\$	1,000
15'	<u>Jupiter</u>	700	6	\$	1,500
14'	<u>Leprechan Hat</u>	1600	12	\$	1,900
22'	<u>Liberty Bell</u>	1400	100	\$	3,000
18'	<u>Lollipop - Qty 4</u>	2400	16	\$	4,000
10'	<u>Mars</u>	525	4	\$	900
24'	<u>Monarch Butterfly</u>	700	10	\$	2,500
10'	<u>Moon</u>	525	4	\$	900
35'	<u>Mother Goose</u>	2100	16	\$	3,500
25'	<u>Neko Good Fortune Cat</u>	2200	14	\$	2,500
45'	<u>Nutcracker</u>	2900	24	\$	4,000
27'	<u>Otis the Octopus</u>	1550	10	\$	3,500
40'	<u>Orange Dog</u>	2300	24	\$	4,000
40'	<u>Orca</u>	1900	16	\$	4,000
25'	<u>Panda</u>	1600	12	\$	3,500
33'	<u>Parrot (Red or Blue)</u>	2100	16	\$	3,000
16'	<u>Patriotic Heart</u>	600	6	\$	1,500
26'	<u>Peace Hand</u>	1300	10	\$	3,000
14'	<u>Peace Ornaments - Qty 2</u>	1100	8	\$	1,600
30'	<u>Penguin</u>	1400	14	\$	3,000
30'	<u>Pig</u>	1800	16	\$	3,200
20'	<u>Pinata</u>	900	8	\$	2,500
45'	<u>Pirate</u>	3200	24	\$	4,500
25'	<u>Pirate Treasure Chest</u>	2600	16	\$	3,000
26'	<u>Plane "Spirit of 76"</u>	1500	16	\$	3,000
40'	<u>Polar Bear</u>	2000	16	\$	4,000
15'	<u>Pot O' Gold</u>	1450	10	\$	2,000
12'	<u>Pumpkin</u>	700	4	\$	750
25'	<u>Rabbit in a Hat</u>	1700	18	\$	2,500
40'	<u>Reindeer</u>	2000	18	\$	4,000
10'	<u>Reindeer Head</u>	525	4	\$	1,000
45'	<u>Rock n' Roll Roy</u>	2400	20	\$	4,000
30'	<u>Rocket - Qty 2</u>	1600	16	\$	3,500
30'	<u>Santa</u>	1700	14	\$	3,200

Exhibit "A"

27'	<u>Santa with Green Mittens</u>	1700	14	\$	3,200
25'	<u>Saxophone</u>	1100	8	\$	1,800
30'	<u>Sea Turtle</u>	1700	14	\$	3,500
18'	<u>Shamrock</u>	600	6	\$	1,800
30'	<u>Shark</u>	1100	10	\$	3,000
10'	<u>Smiley Face</u>	525	4	\$	1,000
12'	<u>Snowflake - Qty 3</u>	1500	12	\$	2,250
18'	<u>Snowflake - Qty 3</u>	2200	12	\$	3,500
12'	<u>Snowglobe</u>	1100	8	\$	1,900
20'	<u>Snowman</u>	950	6	\$	2,200
30'	<u>Snowman</u>	1700	10	\$	2,800
45'	<u>Snowman</u>	2900	24	\$	4,000
20'	<u>Snowman Ornament</u>	900	6	\$	2,200
12'	<u>Soccer Ball</u>	700	4	\$	1,000
14'	<u>Stars - Qty 3</u>	1500	12	\$	1,650
18'	<u>Sun with Glasses</u>	900	6	\$	2,200
22'	<u>Teddy Bear - Buckley</u>	1400	12	\$	2,500
22'	<u>Teddy Bear - Babette</u>	1400	12	\$	2,500
45'	<u>Tiger - White</u>	2500	22	\$	4,500
45'	<u>Tiger - Orange</u>	2500	22	\$	4,500
40'	<u>Toy Soldier</u>	2100	20	\$	4,000
18'	<u>Toy Soldier Ornament</u>	900	6	\$	2,200
22'	<u>Troll</u>	1400	12	\$	2,500
15'	<u>Tropical Fish - Qty 3</u>	2250	12	\$	2,400
18'	<u>Turtle Red Tennis Shoes</u>	600	4	\$	1,800
14'	<u>Tuxedo Penguin</u>	525	4	\$	1,500
45'	<u>Uncle Sam</u>	2600	18	\$	4,500
12'	<u>Uncle Sam Hat</u>	900	6	\$	1,500
15'	<u>Uncle Sam Hat</u>	950	6	\$	1,800
40'	<u>Whale</u>	950	10	\$	3,800
30'	<u>Wizard</u>	1600	16	\$	4,000

Big Events, Inc

Giant Inflatables for Special Events & Parades

Responses to RFP25-025

Segment 1

- i. Big Events has been manufacturing, maintaining, renting, selling and operating giant inflatables and helium parade balloons since the 1980's. Over the life of our operations we have continually refined the materials and our production processes to offer nothing less than the best products industrywide.

Prior to their use and upon their return from each event worldwide, we inspect, clean and repair any damage to the balloons to ensure optimal performance and presentation. We do all of this and store our products in our approximately 7,000 square foot facility. From this location in Oceanside, California we will ship all our products for inbound and outbound services. We aim to deliver each shipment in a more than timely manner well before each event.

Big Events prides itself on the presentation of our balloons and we typically send one staff member per parade balloon to assist with the inflation, operation and deflation of these balloons. The majority of our staff have worked in this space for over 25 years. Operating a unique custom-made product such as these requires thorough and copious experience. To mitigate any issues that may arise during each parade, our staff carry kits to assist with any potential problems that may occur during show times.

For every event, it is our goal to have clean and concise communication between our main point of contact and the city, which we have clearly demonstrated over the last seven years working with Round Rock. We understand the importance a straight line of communication can have with vendors when it comes to successfully completing any live event.

- ii. Our giant balloons and inflatables are one-of-a-kind products. It is important for our clients to book early to reserve their preferred character/icon. Some cities will start booking their balloons roughly four (4) months prior to the event. Once those balloons are requested and reserved we can complete the final event proposal with corresponding staff, shipping and helium costs if applicable. Each package of balloons will require a different set of costs.

Steps to renting parade balloons for a parade:

1. Confirm availability for the requested balloons
2. Generate shipping and staff travel costs and fees
3. Send final invoice with everything noted and agreed upon
 - a. Helium Needs
 - b. Handler Needs
 - c. Shipping arrangements and times
4. Discuss and agree on event details (start times/inflation areas/contacts/route/deflation/etc.)
5. Inspect balloons prior to shipment
6. Ship balloons and equipment, inspecting the items again in Round Rock
7. Event day - arrive and begin inflation
 - a. Prior to start of the parade instruct and train the handlers
 - b. Walk with each balloon
 - c. Deflate and repack everything

Big Events, Inc

Giant Inflatables for Special Events & Parades

8. Return Ship

Attached you will find our current offerings of helium parade balloons with individual helium, handler and costs noted. The image of each balloon can be easily viewed when clicking on the blue link. We do not have a published price list of our inflatables, but the average range of rental prices for a weekend is between \$750.00 and \$1,300.00 per inflatable plus shipping. Licensed characters start at \$1,500.00 plus shipping.

It is the responsibility as a project manager to oversee all operations of each event from its conception to completion. Every event presents different idiosyncrasies and requirements and it is that job to ensure all are vetted and accounted for. The way we achieve this is to ask many questions including potential hypothetical scenarios prior to the event and plan to account for those.

As mentioned before, each of our staff carries an important bag with tools and equipment necessary to mitigate any potential problem. The main obstacles in preventing helium parade balloons operating at peak performance is high wind and lightning. Prior to any event we discuss a High Wind Action Plan (HWAP), so all responsible parties are in agreement to the steps that need to be taken in these circumstances.

Segment 2

- i. Big Events in an incorporated company in the State of California. Our office and warehouse is located at 3909 Oceanic Drive, Ste. 402, Oceanside, CA 92056.
- ii. As project manager it is my responsibility to see every aspect of the event through to the end. It is my job to coordinate with the clients (City of Round Rock), day of event staff, insurance company, helium contacts and day of event contacts. Checking and rechecking with each contact continually prior to the event to make sure there are no interruptions on the event day.
- iii. Big Events has been supplying ballons and inflatables to the City of Round Rock since 2018 for both the 4th of July Parade and Light up the Lake. As mentioned before we have been in business since the 1980's. We have two main project managers that work with the City of Round Rock and whom both have been on site to see through the events. Charles Trimble and Nick DeLuca both can be reached at our offices listed here in this proposal. Our main point of contact for the city has been Jenene Jefferies-Uhrig.
- iv. Charles Trimble, President
Nick DeLuca, Project Manager
Nick is the main point of contact and oversees 97% of the event

Segment 3

Enclosed in this proposal is our rate card sheet for the helium parade balloons. Inflatable rental prices are noted above. Every year Big Events adds to its portfolio of rental items to bring new options and excitement to our offerings. The prices noted in each include all the equipment necessary to operate each product. The only additional costs are staff travel expenses, helium if necessary and roundtrip shipping, each of which changes depending on the items rented.

ATTACHMENT A
SOLICITATION SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

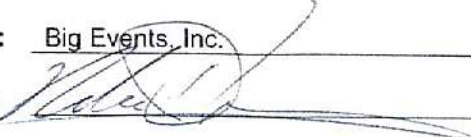
By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): Big Events, Inc.

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Nicholas DeLuca

TITLE: Project Manager **DATE:** 8/18/2025

STREET: 3909 Oceanic Drive, Ste. 402

CITY/STATE/ZIP: Oceanside, Ca 92056

TELEPHONE & FAX NO.: 760.477.2655

E-MAIL ADDRESS: Nick@bigeventsonline.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 33-0557372

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

Exhibit "A"
ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 25-025

RESPONDENT'S NAME: Nicholas DeLuca **DATE:** 8/18/2025

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>Summerlin Council</u> |
| | Name of Contact | <u>Traci Glesea</u> |
| | Title of Contact | <u>Director</u> |
| | E-Mail Address | <u>traci@summerlincouncil.com</u> |
| | Present Address | <u>1910 Spring Gate Lane</u> |
| | City, State, Zip Code | <u>Las Vegas, NV 89134</u> |
| | Telephone Number | <u>(702) 341-5500</u> Fax Number: () |

- | | | |
|----|-----------------------|---|
| 2. | Company's Name | <u>City of Fairfax Parks and Recreation</u> |
| | Name of Contact | <u>Mitzi Taylor</u> |
| | Title of Contact | <u>Event Manager</u> |
| | E-Mail Address | <u>Mitzi.Taylor@fairfaxva.gov</u> |
| | Present Address | <u>10455 Armstrong Street</u> |
| | City, State, Zip Code | <u>Fairfax, VA 22030</u> |
| | Telephone Number | <u>(703) 385-7949</u> Fax Number: () |

- | | | |
|----|-----------------------|---|
| 3. | Company's Name | <u>McAllen Parks and Recreation</u> |
| | Name of Contact | <u>Denny Meline</u> |
| | Title of Contact | <u>Director</u> |
| | E-Mail Address | <u>dmeline@mcallen.net</u> |
| | Present Address | <u>2001 Trophy Drive</u> |
| | City, State, Zip Code | <u>McAllen, TX 78504</u> |
| | Telephone Number | <u>(956) 681-3333</u> Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Big Events, Inc

Giant Inflatables for Special Events & Parades

CITY OF ROUND ROCK PURCHASING DEFINITIONS, STANDARD TERMS AND CONDITIONS

Exemption Notification

Section 13: Please note that Big Events has never needed to apply for permits with regards to renting or operating our balloons or inflatables. The City of Round Rock needs to notify Big Events, prior to 2 months preceding an event, of any required permits, certificates, and/or licenses.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

RFP 25-025 Inflatable Parade Balloon Rental

Addendum No: 1

Date of Addendum: 08/01/2025

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:**

- A. See Page 2 of PD 1.0 RFP 25-025 "Attachment C – Cost Proposal Sheet" has been amended to reflect "Attachment C - Insurance Instructions".
- B. The City requests the respondent(s) to provide their catalog pricing in lieu of the previous requested "Attachment C - Cost Proposal Sheet".
- C. See Page 11 of PD 1.0 RFP 25-025 "Proposal Submittal Instructions" which lists the request for the "Respondent(s) Catalog Pricing".

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By the publication of this document on the City of Round Rock Bonfire website this addendum is hereby incorporated into and made a part of the above referenced solicitation.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 25-025

Addendum No: 2

Date of Addendum: 08/14/25

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until August 22, 2025 at 3:00 PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By the publication of this document on the City of Round Rock Bonfire website this addendum is hereby incorporated into and made a part of the above referenced solicitation.