

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF EVENT LIGHTING,  
SOUND AND STAGING SERVICES  
WITH  
SKATX LLC  
D/B/A "AUSTIN EVENT LIGHTING"**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THAT THIS AGREEMENT for the purchase of event lighting, sound and staging services, 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 \_\_\_\_\_, 2023 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 SKATX LLC d/b/a "AUSTIN EVENT LIGHTING," whose offices are located at 6414 Bee Cave Road, Suite C, Austin, Texas 78746 (referred to herein as "Services Provider").

**RECITALS:**

**WHEREAS**, City desires to purchase certain goods and services, specifically event lighting, sound, and staging services for City events; and

**WHEREAS**, City has issued its "Request for Proposal" for the provision of said goods and services; and

**WHEREAS**, City has determined that the Services Provider offers the best value to the City;

**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:

## 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified services and Services Provider is obligated to provide said services. The Agreement includes Service Provider's Best and Final Offer, attached as a part of Exhibit "A," and incorporated herein by reference for all purposes.

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 Services Provider to comply with promised delivery dates, specifications, and technical assistance specified.

## 2.01 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 or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

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

## 3.01 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. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

#### **4.01 SCOPE OF WORK**

Services Provider shall satisfactorily complete all services described in Services Provider's Proposal, attached as Exhibit "A."

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

Services Provider shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. 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.

#### **5.01 CONTRACT AMOUNT**

In consideration for the provision of the services and/or goods set forth in Exhibit "A," the City agrees to pay Services Provider **One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) per year** for a total not-to-exceed amount of **Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00)** for the term of the Agreement.

#### **6.01 INVOICES**

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

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

#### **7.01 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 Services Provider a written notice of termination at the end of its then current fiscal year.

#### **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider 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. Services Provider 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 Services Provider, 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 Services Provider 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.

#### **9.01 GRATUITIES AND BRIBES**

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

#### **10.01 TAXES**

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

#### **11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

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

#### **12.01 CITY’S REPRESENTATIVE**

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

Rick Atkins  
Parks and Recreation Department Director  
301 West Bagdad Avenue  
Suite 250  
Round Rock, Texas 78664  
(512) 341-3344

### **13.01 INSURANCE**

Services Provider shall meet all City of Round Rock Insurance Requirements as set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

### **14.01 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.

### **15.01 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider 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.

Services Provider 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.

### **16.01 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 Services Provider.

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

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

#### **17.01 INDEMNIFICATION**

Services Provider 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 Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider'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 Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Services Provider, 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 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 provision in the contract 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 Services Provider verifies Services Provider 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 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 provision in the contract 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 Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

#### **19.01 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.

#### **20.01 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 Services Provider:**

SKATX LLC  
6414 Bee Cave Road  
Suite C  
Austin, TX 78746

**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 Services Provider.

**21.01 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.

**22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider 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.

**23.01 DISPUTE RESOLUTION**

City and Services Provider 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.

**24.01 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.

**25.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Services Provider 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.** Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider 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 Services Provider'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 Services Provider 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.

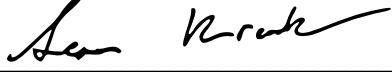
**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

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

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**SKATX LLC**

By:   
Printed Name: **Sean Krenek**  
Title: **Owner**  
Date Signed: **1/13/23**

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, 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](http://www.roundrocktexas.gov)

**REQUEST FOR PROPOSAL (RFP)**

**EVENT LIGHTING, SOUND, AND STAGING**

**SOLICITATION NUMBER 22-028**

**SEPTEMBER 2022**

**EVENT LIGHTING, SOUND, AND STAGING  
 PART I  
 GENERAL REQUIREMENTS**

- PURPOSE:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in professional, turnkey show production. The City hosts 3 primary live events that will include but not be limited to programming and performance of concert audio, staging, light shows, and light shows set to audio. The primary events are held at Old Settlers Park in June, July, and December and range from 1 to 3 days per event.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 7
Part III – Supplemental Terms and Conditions	Page(s) 8-10
Part IV – Scope of Work	Page(s) 11-13
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 14-16
Attachment A – Proposal Submittal Form and Execution	Page 17
Attachment B – Reference Sheet	Page 18
Attachment C – Subcontractor Information Form	Page 19
Attachment D – Cost Proposal Sheet	Separate Attachment
Attachment E – Itemized Cost Sheet	Provided by Respondent
Attachment F – Old Settlers Park Area Map	Separate Attachment
Attachment G – Lake Lighting Example	Separate Attachment
Attachment H – Staging Example	Separate Attachment

- AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Allen Reich**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: (512) 218-6682**  
**E-mail: [areich@roundrocktexas.gov](mailto:areich@roundrocktexas.gov)**

**Adam Gagnon**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: (512) 218-5456**  
**E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)**

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	September 21, 2022
<b>Mandatory</b> Pre-Proposal meeting	September 29, 2022 @ 11:00 AM, CST
Deadline for submission of questions	October 4, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approximately October 7, 2022 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	October 19, 2022 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the 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://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the “Authorized Purchasing Contact”. The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various 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.

6. **MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT:** A pre-proposal meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I Section 4- Schedule of Events.

A. Attendance at the pre-proposal meeting / site visit is mandatory. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour will be conducted to enable Respondents to assess conditions. The City reserves the right to determine a response “not available for award” if the Respondent fails to attend the mandatory pre-proposal meeting and site visit tour which shall initially begin at:

**City Hall Council Chambers  
 221 E Main St.  
 Round Rock, Texas 78664**

B. Respondents will be responsible for their own transportation for the site visit tour.

C. A map for the location will be provided at the pre-proposal meeting.

D. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.

E. It is the responsibility of the Respondent to examine the location and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.

7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock  
 Attn: Allen Reich  
 Purchasing Division  
 221 E. Main Street  
 Round Rock, Texas 78664-5299**

## Exhibit "A"

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
  - B. Facsimile or electronically transmitted responses are not acceptable.
  - C. Responses cannot be altered or amended after 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 proposal.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
  - H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
  - C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
    - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
    - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION-** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline may result in the disqualification of your proposal.
    - **Attachment B: REFERENCE SHEET-** 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.
    - **Attachment C: SUBCONTRACTOR INFORMATION FORM-** Provide a completed copy of the Subcontractor Information Form.
    - **Attachment D: COST PROPOSAL SHEET-** The cost proposal sheet should be completed for the City to accurately compare cost proposals. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
    - **Attachment E: ITEMIZED COST SHEET-** Provided by Respondent. Please see PART V, Section 5, Item I.- Tab 8 – Cost Proposal for details.

9. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
10. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
11. **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/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
12. **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.
13. **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](mailto: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 Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), 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 Offer due date.
- B. **After Offer Due Date:** If you submit an Offer 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:

## Exhibit "A"

- 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 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 providing professional show productions as specified herein and have adequate organization, facilities, equipment, 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:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
  
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 Successful Respondents' 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, 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 professional show production 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.
- 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. Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:  
  
**City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 E Main Street  
Round Rock, TX 79664-5299**
    - ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
9. **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 is:

**David Buzzell**  
**Assistant Director**  
**Parks and Recreation Department**  
**Phone: (512) 341-3345**  
**E-mail: [dbuzzell@roundrocktexas.gov](mailto:dbuzzell@roundrocktexas.gov)**

**10. 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. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV  
SCOPE OF WORK**

1. **INTRODUCTION:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in professional, turnkey show production. The City hosts 3 primary live events that will include but not limited to programming and performance of concert audio, staging, light shows, and light show audio. The primary events are held at Old Settlers Park in June, July, and December and range from 1 to 3 days per event.
2. **EVENT NAMES AND DATES:**
  - A. Juneteenth: June 19<sup>th</sup> (either the weekend before or after)
  - B. July 4<sup>th</sup>: July 4<sup>th</sup>
  - C. Light up the Lake: First Thursday, Friday, and Saturday of December
  - D. **The City reserves the right to add, modify, or remove events throughout the term of the agreement. All changes shall be submitted in writing, at a minimum of, 30 days before of an event.**
3. **SERVICE LOCATION:** Services shall be performed at-  
**Old Settlers Park  
1301 Harrell Parkway  
Round Rock, Texas 78665**
4. **LAKE LIGHTING DISPLAY:** The Contractor shall-
  - A. Review the layout of Bright Lake to become familiar with the landscape and layout. See Attachment F – Old Settlers Park Area Map.
  - B. Design, program, coordinate, and implement a professional holiday light show display incorporating the landscape and reflection from Bright Lake.
  - C. Include elements of moving beam lights, moving wash lights, fog machine or hazers, laser lights, CO2 cannons, and any other Contractor-suggested lighting elements. Review examples enclosed in Attachment G – Lake Lighting Example for the quality of show the City expects to receive.
  - D. Provide a minimum of four (4) programmed light shows-
    - i. One (1) show will consist of dynamic lighting not programmed to music.
    - ii. Three (3) shows will consist of dynamic lighting programmed to City-provided music (3 separate songs). The three (3) music lighting shows will either be played separately (3 to 4-minute show each) or back-to-back (approximately a 10-minute show).
  - E. Provide any necessary/required connections from the light system to the sound system (sound board to be located by the stage).
  - F. Set up equipment at least two days prior to the event start date.
  - G. Conduct a light test one night prior to the first event to test all lighting and musical light shows. All lighting shall be set up, programmed, powered, and operational no later than 3pm (CST) one day prior to the first event.
  - H. Be responsible for ensuring the audio for the three (3) music lighting shows is connected to the sound system providing for a comprehensive sound and light show around the lake.
  - I. Manage the performance and lighting program in real-time.
5. **STAGE LIGHTING:** The Contractor shall-
  - A. Provide stage lighting equipment, truss, management, and programming that appropriately illuminates a live music event. Light truss and attached lighting shall have a minimum of 12’ clearance above the top of the stage.
  - B. Coordinate stage lighting with lake lighting to ensure a smooth performance between the two.
  - C. Set up the lights, trusses, and any associated lighting equipment including any equipment needed to erect truss and install lighting.

- D. Perform all program and light tests prior to the show's commencement. Lighting test shall occur one night prior to event.
- E. Manage the performance and lighting program in real-time.

**6. LAKE LIGHTING SOUND SYSTEM:** The Contractor shall-

- A. Design, program, and implement a professional sound system capable of covering an area approximately 3,000 linear feet around the east and west perimeter of Bright Lake, see Attachment F – Old Settlers Park Area Map, to project sound/music for the light displays surrounding the lake. The area of sound coverage should at a minimum cover from the lake edge to approximately 300 feet away from each side of the lake for the full 3,000 linear feet of lake edge. Sound system shall be designed to play recorded music and public announcements. Sound system for “Concert Sound System” and “Light Show Sound System” shall be designed and controlled as a linked system with ability to send music/announcements to both zones or separate zones (i.e.- concert to “Concert Sound System” and recorded music to “Light Show Sound System” at the same time).
- B. Provide a professional Sound Engineer (A1 Primary and A2 Secondary) to monitor and adjust sound levels throughout the entire event.

**7. CONCERT PERFORMANCE SOUND SYSTEM:** The Contractor shall –

- A. Design, program, and implement a professional sound system capable of covering an area holding approximately 5,000 people in attendance. The area of sound coverage should at a minimum cover from the stage to the tree line west of the stage (approximately 400' from stage to tree line). Sound system should also include side fills to ensure announcements are heard clearly in the surrounding event area.
- B. Be responsible for the stage setup within 3-4 hours before the scheduled event or at a minimum of 2 hours before the scheduled sound check time.
- C. For the July 4<sup>th</sup> event, an additional stage will be setup approximately 100' north of the main stage for use by a symphonic band. The Contractor shall be responsible for providing a professional sound system for the symphonic band that also connects to the sound system at the main stage.
- D. Contact the music groups two weeks in advance of their shows to ask questions concerning their intended setup and any additional needs they may have during their performance (backline requirements, additional mics, monitors, etc.). The Contractor shall also be responsible for coordinating sound check schedules with artists.
- E. Provide a professional Sound Engineer (A1 Primary and A2 Secondary) to be available a minimum of 2 hours before sound check thru closing of the event each event night.
- F. Monitor and adjust the sound levels during the performance.

**8. STAGE AND SPEAKER PLATFORMS:**

A. Main Stage:

- i. There shall be two (2) main stage size options that will be used depending on the event:
  - a) 24' deep x 32' wide x 4' tall from ground level
  - b) 32' deep x 44' wide x 4' tall from ground level
- ii. The main stage shall include railing on two (2) sides of the stage (right, left). The stage shall be directly adjacent to the stage backdrop so that stage railing is not required on the back of the stage. The City will install a 12' tall LED screen located on a backdrop (from stage elevation to 12' above the stage) at the rear of the stage that cannot be blocked with railing.
- iii. The main stage shall include skirting for 3 sides of the stage (front, right, left) and shall be black in color.
- iv. The main stage shall include two (2) sets of stairs, one on each side of the stage. The final locations of the stairs shall be approved by the City prior to installation of the stairs.

B. Symphonic Band Stage:

- i. Shall be 28' deep x 48' wide x 2' tall from ground level.
- ii. Shall include railing on three (3) sides of the stage (right, left, back).

## Exhibit "A"

- iii. Shall include skirting for 3 sides of the stage (front, right, left) and shall be black in color.
- iv. Pricing for the stage shall include labor and all associated parts and appurtenances to be complete, in-place and usable for the event.

C. **Speaker Platforms:**

- i. The speaker platforms for each event will be two (2) sets of 4' x 8' x 4' tall from ground level platforms. The speaker platforms will be setup on each side of the stage (one left, one right) parallel to the front edge of the stage.
- ii. Pricing for the speaker platforms shall include labor and all associated parts and appurtenances to be complete, in-place and usable for the event.

**9. CONTRACTOR RESPONSIBILITIES:** The awarded Contractor shall-

- A. Be responsible for coordinating the delivery, set up, dismantling, and packing of all materials and make all shipping arrangements to return equipment.
- B. Provide the City with the electrical requirements/demand. Contractor shall provide electrical requirement plan at least one (1) month prior to the event.
- C. Submit a setup and teardown schedule to the City at least 1 week prior to the first event date.
- D. Arrive on location on or before one (1) day prior to the event to set up all equipment.
- E. Ensure all equipment and cords are securely fastened and protected to avoid accidental injury or damage. Contractor shall be responsible for any necessary or required weather-related protection of the equipment, lights, electrical cords, etc.
- F. Provide overnight security for equipment that must stay onsite for multiday events.
- G. Provide the City with a primary and secondary point of contact for each event.

**10. CITY RESPONSIBILITIES:** The City will –

- A. Provide generators or permanent power at the stage and various locations around the lake (if applicable) dependent upon Contractor needs up to 300 amps total.
- B. Provide two (2) 10'x10' pop-up tents to cover the sound board and lighting control board. If more than two (2) 10'x10' tents are required, the Contractor shall note their tent needs in their solicitation response.
- C. Provide event schedule and details to the awarded contractor no later one (1) month prior to the event.
- D. Ensure area is reasonably free from safety hazards.
- E. Provide the awarded contractor with a primary and secondary point of contact for each event.

**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. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

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>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1- 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.
  - C. **Tab 2 – Solution, Approach, and Timeline:** Describe your technical plan for accomplishing a successful show production. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically include:
    - i. Detailed description of the light show and sound design, implementation plan, and timelines for each event.
    - ii. Utility requirements and power needs for each event.
    - iii. Detailed description of the sound and lighting equipment that will be used for each event.
    - iv. Supporting visual examples of previous event productions including sound and lighting (must be provided on a thumb drive or provide a website where they can be viewed).
  - D. **Tab 3 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
  - E. **Tab 4 - Prior Experience:** Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

## Exhibit "A"

- F. **Tab 5 - Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. 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.
- G. **Tab 6- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. **Tab 7 – Attachments and Addendum:** including **Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form (if applicable), Attachment D – Cost Proposal Sheet, Attachment E – Itemized Cost Sheet**, and signed addendums (if applicable).
- I. **Tab 8 – Cost Proposal:** Pricing will be based on a turnkey per event or per day rate. The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, security, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes. On a separate **Attachment E – Itemized Cost Sheet** please include the following:
  - i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
    - a. Manager, senior consultant, analyst, subcontractor etc.
    - b. Estimated hours for each category of personnel.
    - c. Rate applied for each category of personnel
  - ii. Itemized cost of equipment including rentals.
  - iii. Other itemized costs.
  - iv. Travel Expenses- travel expenses shall be in compliance with City travel policy.
  - v. The City’s expectation is that the Contractor will charge the City for the currently identified events based off of Attachment D- Cost Proposal Sheet. Attachment E- Itemized Cost Sheet may be used for pricing additional events.
- J. **Tab 9- Exceptions:** 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.

**6. EVALUATION CRITERIA:** 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, & Timeline (Tab 2) | 40 pts        |
| • Prior Experience and Personnel (Tab 4 & 5)          | 40 pts        |
| • <u>Cost Proposal (Tab 8)</u>                        | <u>20 pts</u> |
| 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 rescore 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 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 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.

**7. 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 Offeror 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.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
  - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
  - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. 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.
- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

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

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

City of Round Rock  
Event Lighting, Sound, and Staging  
RFP No. 22-028  
Class/Item: 803-18, 855-53, 855-81  
September 2022

**ATTACHMENT A  
PROPOSAL SUBMITTAL FORM AND EXECUTION**

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP 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 Proposal with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): SKA TXLC, dba Austin Event Lighting

SIGNATURE (IN INK): 

NAME (TYPED/PRINTED) Sean Krenek

TITLE: Owner DATE: 10/18/22

STREET: 6414 Bee Caves Rd. Suite C

CITY/STATE/ZIP: Austin, TX 78746

TELEPHONE AND FACSIMILE NO.: 512-917-7064

E-MAIL ADDRESS: Sean@AustinEventLighting.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 46-2694077

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/>

**ATTACHMENT C  
SUBCONTRACTOR INFORMATION FORM  
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** SOLICITATION NUMBER 22-028

**RESPONDENT'S NAME:** Sean Krenek / Austin Event Lighting **DATE:** 10/18/22

- CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**
- YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT** **YES**  
If yes complete the information below

1. Subcontractor Name NOMAD Sound  
Name of Contact Andy Tindall  
E-Mail Address andy@nomadsound.net  
Address 922 W Goforth Rd, Building 3,  
City, State, Zip Code Buda, TX 78610  
Telephone Number ( 817 ) 692-7880 Fax Number: ( )  
Describe work to be performed All Audio Elements on the Solicitation.  
Percentage of contract work to be performed % About 15%

2. Subcontractor Name HK Stages  
Name of Contact Chris Haddad  
Title of Contact 50% Owner  
E-Mail Address chris.hkstages@gmail.com  
Address 2012 Amur Drive  
City, State, Zip Code Austin Texas 78745  
Telephone Number ( 214 ) 794-8825 Fax Number: ( )  
Describe work to be performed All Stage Elements on the Solicitation  
Percentage of contract work to be performed % About 15%

- Add additional pages as needed*

**ATTACHMENT B  
REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** SOLICITATION NUMBER 22-028

**RESPONDENT'S NAME:** Sean Krenek / Austin Event Lighting      **DATE:** 10/18/22

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 Austin Radio Network  
Name of Contact Lise Hudson  
Title of Contact Market Manager  
E-Mail Address lisehudson@austinradionetwork.com  
Present Address 912 Capital of Texas Hwy, Suite 400  
City, State, Zip Code Austin, Texas 78746  
Telephone Number ( 512 ) 314-7662 ext.162      Fax Number: (       )

2. Company's Name SXSW  
Name of Contact Nathan Cross  
Title of Contact Director of Production  
E-Mail Address cross@sxsw.com  
Present Address PO Box 685289  
City, State, Zip Code Austin, TX 78768  
Telephone Number ( 512 ) 970-8874      Fax Number: (       )

3. Company's Name St. Edward's University  
Name of Contact Carey Mays  
Title of Contact Director of Student Involvement  
E-Mail Address careym@stedwards.edu  
Present Address 3001 S. Congress Ave  
City, State, Zip Code Austin, TX 78704  
Telephone Number ( 512 ) 448-8422      Fax Number: (       )

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



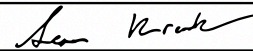
Special Instructions: Pricing will be based on a turnkey per event or per day rate. The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, security, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
<b>EVENT LIGHTING</b>					
1a	Turnkey Lake Lighting	1	1-Day Event	\$37,000.00	\$37,000.00
1b		1	2-Day Event	\$38,000.00	\$38,000.00
1c		1	3-Day Event	\$39,885.00	\$39,885.00
2a	Turnkey Concert Performance Lighting <b>With Truss Structure</b>	1	1-Day Event	\$25,819.00	\$13,450.00
2b		1	2-Day Event	\$25,819.00	\$13,450.00
2c		1	3-Day Event	\$25,819.00	\$13,450.00
3	Lighting Truss Structure Only	1	Per Event	\$12,369.00	\$12,369.00
4	Lake Lighting Design and Operation	1	Per Day	\$10,369.00	\$850.00
5	Concert Performance Lighting Design and Operation	1	Per Day	\$750.00	\$750.00
<b>EVENT SOUND</b>					
1a	Turnkey Sound System for Lake Lighting	1	1-Day Event	\$7,255.00	\$7,255.00
1b		1	2-Day Event	\$7,255.00	\$7,255.00
1c		1	3-Day Event	\$7,255.00	\$7,255.00
2a	Turnkey Sound System for Concert Performance	1	1-Day Event	\$9,000.00	\$9,000.00
2b		1	2-Day Event	\$9,000.00	\$9,000.00
2c		1	3-Day Event	\$9,000.00	\$9,000.00
3	Turnkey Sound System for Symphonic Band Performance	1	1-Day Event	\$2,255.00	\$2,255.00
4	Professional A1 Sound Engineer	1	Per Day	\$500.00	\$500.00
5	Professional A2 Sound Engineer	1	Per Day	\$400.00	\$400.00
<b>EVENT STAGING</b>					
1a	Main Stage - 24' Deep x 32' Wide x 4' Tall	1	1-Day Event	\$4,050.00	\$4,050.00
1b		1	2-Day Event	\$5,050.00	\$5,050.00
1c		1	3-Day Event	\$5,550.00	\$5,550.00
2a	Main Stage - 32' Deep x 44' Wide x 4' Tall	1	1-Day Event	\$6,185.00	\$6,185.00
2b		1	2-Day Event	\$7,185.00	\$7,185.00
2c		1	3-Day Event	\$7,685.00	\$7,685.00
3a	Main Stage - 24' Deep x 32' Wide x 4' Tall - w/ Waterproof Shade Cover	1	1-Day Event	\$14,050.00	\$14,050.00
3b		1	2-Day Event	\$15,050.00	\$15,050.00
3c		1	3-Day Event	\$15,550.00	\$15,550.00
4a	Main Stage - 32' Deep x 44' Wide x 4' Tall - w/ Waterproof Shade Cover	1	1-Day Event	\$16,185.00	\$16,185.00
4b		1	2-Day Event	\$17,185.00	\$17,185.00
4c		1	3-Day Event	\$17,685.00	\$17,685.00
3a	Main Stage - 24' Deep x 32' Wide x 4' Tall - w/ Shade Cover	1	1-Day Event	\$8,050.00	\$8,050.00
3b		1	2-Day Event	\$9,050.00	\$9,050.00
3c		1	3-Day Event	\$9,550.00	\$9,550.00
4a	Main Stage - 32' Deep x 44' Wide x 4' Tall - w/ Shade Cover	1	1-Day Event	\$10,185.00	\$10,185.00
4b		1	2-Day Event	\$11,185.00	\$11,185.00
4c		1	3-Day Event	\$11,685.00	\$11,685.00
5a	4' Deep x 8' Wide x 4' Tall Speaker Platform	1	1-Day Event	\$200.00	\$200.00
5b		1	2-Day Event	\$300.00	\$300.00
5c		1	3-Day Event	\$350.00	\$350.00
6	28" Deep x 48' Wide x 2' Tall Symphonic Band Stage	1	Per Day	\$5,685.00	\$5,685.00
7	4' x 8' Stage Panels for Increasing/Decreasing Stage Size	1	Per Panel	\$100.00	\$100.00
<b>MISCELLANEOUS</b>					
1	Overnight Security for Equipment	1	Per Day	\$600.00	\$600.00
2	Percent % Off Catalog or Other Event Production Services Provided				15%
3	Generator Price for Events (per generator, 1 day event. \$500 per day after )				\$1,500.00

COMPANY NAME:

SKATX LLC, dba Austin Event Lighting

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Sean R Krenek

PHONE NUMBER:

EMAIL ADDRESS:

Sean@AustinEventLighting.com



**AEL**  
**Option 2**

**(with Dam Lighting Package)**

**AEL**  
**Option 2**

**(with Dam Lighting Package)**

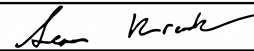
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COMPANY NAME:

SKATX LLC, dba Austin Event Lighting

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Sean R Krenek

PHONE NUMBER:

EMAIL ADDRESS:

Sean@AustinEventLighting.com

Exhibit "A"



**ADDENDUM  
CITY OF ROUND ROCK, TEXAS**

Solicitation: RFP 22-028

Addendum No: 1

Date of Addendum: 9/29/22

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

I. **Schedule of Events:** The following changes have been made to PART I Section 4- Schedule of Events

EVENT	DATE
Mandatory Pre-Proposal meeting	October 3, 2022 @ 11:00 AM, CST
Deadline for submission of questions	October 5, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approximately October 7, 2022 @ 5:00 PM, CST

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Allen Reich, Purchaser  
Purchasing Office, 512-218-6682

9/29/22

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Sean Krenek  
Name

  
Authorized Signature

10/18/22  
Date

**RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.**

Exhibit "A"



ADDENDUM  
CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 22-028

Addendum No: 2

Date of Addendum: October 14, 2022

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

I. Clarifications:

A. **1.1 Attachment D- Cost Proposal Sheet** has been replaced with **1.1 Attachment D- UPDATED Cost Proposal Sheet**

B. **Document 1.1 RFP 22-028 Event Lighting, Sound, and Staging** has been updated to add the following statement:

**PART IV, Section 2.D.** now states "The City reserves the right to add, modify, or remove events throughout the term of the agreement. All changes shall be submitted in writing, at a minimum of, 30 days before of an event."

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Allen Reich, Purchaser  
Purchasing Office, 512-218-6682

10/14/22

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Sean Krenek

10/18/22

Name

Authorized Signature

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.