

EXHIBIT

"A"

CITY OF ROUND ROCK AGREEMENT FOR FIREWORKS DISPLAY SERVICES

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON
COUNTY OF TRAVIS

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KNOW ALL BY THESE PRESENTS:

This City of Round Rock Agreement for Fireworks Display Services (the "Agreement") is made and entered into on this the 26th day of the month of November, 2013, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and Alpha-Lee Enterprises, Inc., whose address is 3626 C.R. 203, Liverpool, Texas, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase certain services in the nature of fireworks display services, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said services, and City has selected the bid submitted by Vendor; 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 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 sell same. The Agreement includes the following: (a) City's Request for Proposal designated Solicitation Number 13-010, Specification Number 13-962-36 ("RFP"); (b) Vendor's Response to RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to RFP;

(3) City's Request for Proposal, exhibits, and attachments.

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 and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means Alpha-Lee Enterprises, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for three (3) consecutive twelve-month periods from the effective date hereof. After that term, this Agreement may be renewed for successive terms of twelve (12) months each, not to exceed in the aggregate two (2) such renewals, with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely predicated upon the express written agreement of both parties. Such renewals are permitted only provided Vendor has performed each and every contractual obligation specified in this original Agreement.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part 1, Item 9 of the RFP included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by Vendor in writing and accompanied by the appropriate documentation to justify the requested increase. Vendor may offer price decreases at any time and in excess of any allowable percentage changes.

D. City reserves the right to review the relationship 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

City selected Vendor to supply the services as outlined in the RFP; and Response to RFP submitted by Vendor, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Vendor in its Response to the RFP.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 PARTY OBLIGATIONS

In addition to the other terms of this Agreement, Vendor and City expressly agree as follows:

A. Obligations of Vendor.

1. Vendor shall provide firework display services in accordance with the time, date and specifications contained in each purchase order received for same.
2. Vendor shall provide all services under this Agreement in accordance with the regulations set forth by the National Fire Protection Association (NFPA) Code 1123 for Fireworks Displays, as well as any federal, state, or local regulations applicable to the fireworks displays.
3. Prior to the performance of any services under this Agreement, Vendor shall present all plans, specifications and schedules associated with any services under this Agreement to the City's Fire Department for approval. In no event shall Vendor perform any services under this Agreement without the approval of the City's Fire Department.
4. Vendor shall maintain all applicable federal, state and local permits and licenses required to perform any services under this Agreement. Following receipt of a purchase order, but prior to performing any services under this Agreement, Vendor shall provide City with current copies of any and all such permits and licenses.
5. Upon receipt of a purchase order, and with the approval of the City, Vendor shall specify an alternate date of performance of the services requested in the event of inclement weather. The City may, in its sole and unfettered discretion, determine if conditions warrant performance of services on the alternate date.

6. Vendor expressly agrees that if there is a fireworks ban by any governmental unit affecting the services to be provided, City shall have no obligation to permit Vendor to perform any services under this Agreement or to pay for same.

B. Obligations of City.

1. City shall provide emergency fire and police personnel during Vendor's performance of services under the Agreement in conformance with City's procedures and policies.
2. City shall facilitate the access of Vendor to any site where Vendor will be performing services under this Agreement and shall provide security for same in conformance with the City's procedures and policies.

5.01 ITEMS AWARDED

Only if, as, and when needed by City, fireworks display services are awarded to Vendor in accordance with the pricing and specifications in Vendor's Response to RFP as shown in Exhibit "A".

6.01 COSTS

Vendor specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services. Only if, as, and when needed by City, the bid costs listed on Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

7.01 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; and
- D. Delivery dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 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 Vendor a written notice of termination at the end of its then-current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods 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). This Prompt Payment 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 causes the payment to be late; or

B. 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

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any 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.

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the services as specified, City reserves the right and option to obtain same from another source or supplier(s).

14.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Attachment "A", the RFP (including all attachments and exhibits), and Vendor's bid response.

15.01 CITY'S REPRESENTATIVE

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

Rick Atkins
Director, Parks & Recreation Department
301 West Bagdad, Suite 250
Round Rock, TX 78664
512-218-5540
ricka@round-rock.tx.us

16.01 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.

17.01 DEFAULT

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services 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 hereunder;
- 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.

18.01 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 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, in the event of material and substantial breach by City, or by written mutual agreement to terminate.
- 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.

19.01 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.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

21.01 ASSIGNMENT AND DELEGATION

The parties 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.

22.01 NOTICES

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

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. 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:

Michael McIntosh
3626 C.R. 203
Liverpool, Texas 77577

Notice to City:

Steve Norwood, City Manager		Stephen L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

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

23.01 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.

24.01 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.

25.01 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.

26.01 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 such 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 to be void.

27.01 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: Alan McGraw
Title: Mayor
Date Signed: _____

Alpha-Lee Enterprises, Inc.

By: Michael McIntosh
Printed Name: Michael McIntosh
Title: President
Date Signed: 5-17-13

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



Attachment "A"

**CITY OF ROUND ROCK
INSURANCE REQUIREMENTS**

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.
 - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.



DATED: JULY 2011

- 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
 - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
 - 1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.
 - 1.5.4. Remove all language on the certificate of insurance indicating:
 - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
 - 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
 - 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
 - 1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
 - 1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
 - 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
 - 1.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager
City of Round Rock
221 East Main
Round Rock, TX 78664-5299

City Attorney
City of Round Rock
309 East Main
Round Rock, TX 78664

2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-



DATED: JULY 2011

operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.
- 2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2.6.2. no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- 2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
- 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- 2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner.

EXHIBIT

"A"

SOLICITATION NUMBER
13-010
SPECIFICATION NUMBER
13-962-36
January 2013



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

Solicitation #13-010

**REQUEST FOR PROPOSAL
FIREWORKS DISPLAYS**

Responses Due: January 29, 2013

FYI JCJB

CITY OF ROUND ROCK
REQUEST FOR PROPOSAL
FIREWORKS DISPLAYS

PART I

GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "City", seeks an agreement with a qualified Individual, Firm, or Corporation, hereafter referred to as "Respondent", to provide aerial fireworks displays for City residents in celebration of the 4th of July and other special events. Fireworks displays shall be hereinafter referred to as "Fireworks".
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/home/index.asp?page=463>.
 - 2.1. Additional definition; *Launch*: To set or thrust in motion (a projectile).
 - 2.2. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
 - 3.1. Additional insurance minimums are required in addition to the requirements set forth above. Commercial general liability insurance with combined single limits of liability not less than \$5,000,000 for bodily injury or death, products liability and property damage. These additional requirements are outlined in Attachment C of the solicitation.
 - 3.2. City shall be listed as "additional insured" on all such required policies.
4. **ATTACHMENTS:** Attachments A through C are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: Launch Location Maps
 - 4.3. Attachment C: Additional Insurance Requirements
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Baggett
Purchasing Department
City of Round Rock
Telephone: 512-218-6682
jbaggett@roundrocktexas.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. 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.

6. **RESPONDENT QUALIFICATIONS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:

- 6.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
- 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
- 6.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out of area or foreign vendors, respondent shall be located within:

☐ 60 Miles from Round Rock, Texas 78681

☒ 120 Miles from Round Rock, Texas 78681

☐ United States

- 6.4. Provide the name, address, telephone number and **E-MAIL** of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: REFERENCE FORM (ATTACHMENT A) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.**
 - 6.5. Provide a video on DVD or web link to a video of Fireworks displays by the Respondent similar to the scope of work being proposed herein.
7. **BEST VALUE EVALUATION AND CRITERIA:** All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 7.1. Purchase price and terms;
 - 7.2. Reputation of Respondent and of Respondent's goods and services;
 - 7.3. Quality of the Respondent's goods and services;
 - 7.4. The extent to which the goods and services meet the City's needs;
 - 7.5. Respondent's past relationship with the City;
 - 7.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 7.7. Any relevant criteria specifically listed in the solicitation.
 - 7.8. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
 - 7.9. Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity

to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

8. **AGREEMENT TERM:** The terms of the awarded agreement shall:

- 8.1. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 8.2. The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
- 8.3. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the respondent *written notice of termination and the reason for the termination*.
- 8.4. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.

9. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered based on the following:

- 9.1. Price increase cannot exceed 25% for the total cost and term of the agreement.
- 9.2. PROCEDURE TO REQUEST INCREASE OR OFFER DECREASE.
 - 9.2.1. Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

**City of Round Rock
Purchasing Department
ATTN: Contract Specialist
221 E. Main Street
Round Rock, Texas 78664-5299**

- 9.2.2. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an Agreement cannot be reached on the value of the increase.

10. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.

11. **ACCEPTANCE:** Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the goods delivered is not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
14. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
- 1.1. Solicitation released **January 12, 2013**
 - 1.2. Deadline for questions **January 22, 2013**
 - 1.3. City responses to all questions or addendums **January 24, 2013**
 - 1.4. Responses for solicitation due by 3:00 PM **January 29, 2013**
 - 1.5. Oral Presentation (if necessary) **TBD**

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted in PART II. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named in PART I, Paragraph 5.

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

*******SOLICITATION UPDATES*******

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, 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.
3. **SITE VISIT:** Respondents are encouraged to visit the launch locations for the Fireworks displays prior to submitting a response. The location map shown on Attachment B is included herein for that purpose.
 - 3.1. It is the responsibility of the Respondent to examine the sites to determine any difficulties or restrictions inherent in the sites.
 - 3.2. Failure of Respondents to visit the sites will not permit adjustments to pricing at a later date.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**City of Round Rock
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

 - 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an **acceptable reason**.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
 - 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:

- 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 5.6. 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.
6. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 6.1. Provide City contact(s) information for implementation of agreement.
 - 6.2. Agreement terms and conditions.
 - 6.3. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **PURPOSE:** The City seeks an agreement with a qualified Respondent to provide an aerial fireworks display for City residents in celebration of the 4th of July and other special events. Fireworks shall provide a high quality presentation with creativity and variety of display for maximum family enjoyment.
2. **CRITICAL REQUIREMENTS:** Safety is the City's highest priority in the execution of the Fireworks displays. Fireworks shall conform to the regulations set forth by the National Fire Protection Association (NFPA) Code 1123 for Fireworks Displays.
 - 2.1. Code can be located at the link below;
<http://www.nfpa.org/aboutthecodes/aboutthecodes.asp?docnum=1123>
 - 2.2. Respondent shall maintain launch distances per national regulatory standards.
 - 2.3. Fireworks proposal shall meet with the approval of the City's Fire Department prior to acceptance and launch.
3. **TRANSPORTATION:** Successful Respondent shall be responsible for transporting Fireworks and associated equipment in compliance with Federal, State and Local laws and regulations to include NFPA Code 1123.
4. **PERMITS:** Respondent shall possess applicable Federal, State and City permits and licenses required to execute Fireworks displays.
5. **SCHEDULE:** Fireworks display shall commence at a time specified by the City at time of scheduling.

6. **FORMAT:** City seeks a Fireworks display with an Opening Barrage, a Main Program and a Finale.
 - 6.1. Respondent shall provide pricing on said format for the following show lengths:
 - 6.1.1. 5 Minute
 - 6.1.2. 10 Minute
 - 6.1.3. 15 Minute
 - 6.1.4. 20 Minute
 - 6.1.5. 25 Minute
 - 6.1.6. 30 Minute
 - 6.2. Shells shall range in size from 3" – 6" in compliance with the regulations specified herein.
 - 6.3. Proposal shall reflect number of shells and size of shells for each segment and each length of program.
7. **PRICING:** Pricing shall be all inclusive of labor, equipment and materials for Fireworks displays specified herein.
8. **FIREWORKS LAUNCH:** Successful Respondent shall manage and execute all aspects of Fireworks displays to include transport, set-up, launch and clean-up of Fireworks and associated equipment. City staff shall not be made available to assist.
 - 8.1. Successful Respondent shall meet the City's Fire Department representatives at the launch site prior to launch for review of program.
9. **RAIN DATE OR CONTINGENCY:** City requires a rain date to be identified at time of scheduling *should the weather be inclement on event date.* City shall make inclement weather determination.
 - 9.1. City also requires Respondent to agree that in the event of a regional fireworks ban due to drought or other circumstance the City is not under any obligation to launch Fireworks displays or pay for said display that day.
10. **DAMAGE:** The successful Respondent shall be responsible for damage to the City's equipment and/or property through negligence in work, personnel and equipment.
11. **EMERGENCY:** City shall provide emergency fire and police personnel on site during the Fireworks displays in order to be close at hand in the event of an emergency.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. 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 not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and five (5) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.

1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.

1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4. Previous Performance/Experience – Provide detailed information on firm and team experience with providing consultant services as described in the Scope of Work.

1.4.1. Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service within the last two (2) years. Include an brief overview of each project with, at a minimum, a short description of the services provided, including costs and methodology used for projects.

1.4.2. Attachment A: Reference Sheet.

1.4.3. DVD containing video of proposed Fireworks display similar to the specifications herein.

TAB #4

1.5. Event Timeline – Respondent shall provide a detailed schedule of the services to be performed to the specifications contained herein. Timeline shall include set-up, launch and take down time requirements.

TAB #5

1.6. Project Design – Respondent shall provide a recommended Fireworks display program for each show length requested that details the size and number of shells and shell types for each segment of the program. In the event that the Respondent does not have the opportunity to verbally present their design solution, the submittal shall contain enough information to satisfactorily communicate the concept.

Proposal shall also draw attention to any feature that sets the Respondent's Fireworks apart from competing displays and outline any added value the City may receive as a result of contracting with Respondent.

Proposal shall detail requirements for required space needs, power requirements and parking requirements as well as any other details pertinent to the City evaluating the Respondent's proposal.

TAB #6

1.7. Cost Proposal – Respondent shall include a cost proposal to provide services as described herein. Cost proposal shall be value engineered and the break-down shall include a not-to-exceed fee schedule for each aspect of the service. Cost proposal shall be all inclusive of materials, equipment and labor required to perform said services.

1.7.1. 5 Minute

1.7.2. 10 Minute

1.7.3. 15 Minute

1.7.4. 20 Minute

1.7.5. 25 Minute

1.7.6. 30 Minute

TAB #7

1.8. Payment Terms – Respondent shall provide required payment terms, such as deposit required, or affirmation that the City's Prompt Payment Policy outlined in Part I, #12 of this solicitation is acceptable.

1.9. Added Value – Respondent shall explain and propose any program add-ons that can provide added value for the City.

CONFIDENTIALITY OF CONTENT: 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.

- 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.
- 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.

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, e-mail, telephone number and point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service from your organization within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award.

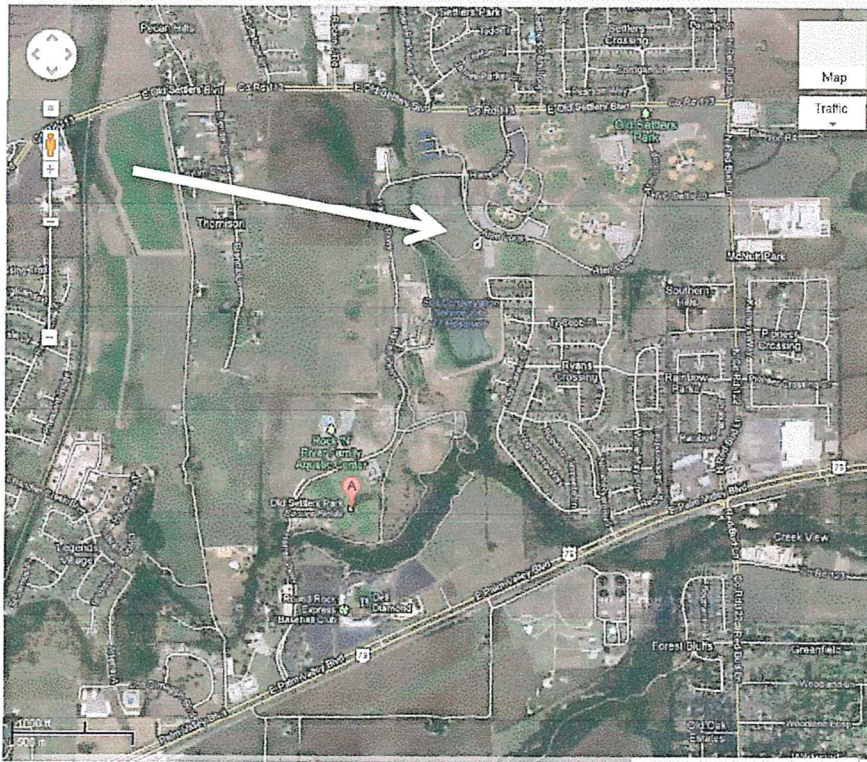
Any negative responses received may result in disqualification of solicitation.

1.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(!!!!!) !!!!!
		Fax Number: (!!!!!) !!!!!
2.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(!!!!!) !!!!!
		Fax Number: (!!!!!) !!!!!
3.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(!!!!!) !!!!!
		Fax Number: (!!!!!) !!!!!

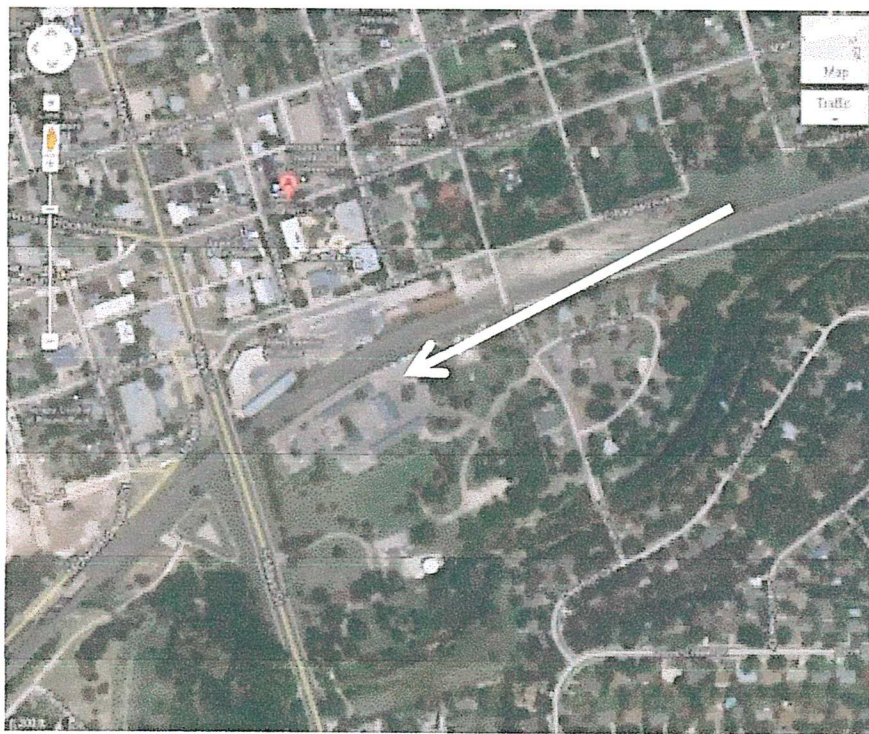
FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B

Fireworks Launch Site Locations Map



Old Settlers Park
3300 Palm Valley Road
Round Rock, TX 78665



PARD Yard
300 S Burnett
Round Rock, TX 78664

ATTACHMENT C

Fireworks Insurance Requirements

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY		3443321-04	3/15/2012	3/15/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,500,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMPROP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$1,500,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMPROP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000																			
MED EXP (Any one person)	\$																			
PERSONAL & ADV INJURY	\$1,500,000																			
GENERAL AGGREGATE	\$2,000,000																			
PRODUCTS - COMPROP AGG	\$2,000,000																			
	\$																			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC																			
B	AUTOMOBILE LIABILITY		CA55473305	3/15/2012	3/15/2013	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS																			
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input type="checkbox"/> RETENTION \$		EXC6018551	3/15/2012	3/15/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$4,000,000	AGGREGATE	\$4,000,000		\$								
EACH OCCURRENCE	\$4,000,000																			
AGGREGATE	\$4,000,000																			
	\$																			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0001097181	3/15/2012	3/15/2013	<table border="1"> <tr> <td>X</td> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$500,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$500,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$500,000</td><td></td></tr> </table>	X	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$500,000		E.L. DISEASE - EA EMPLOYEE	\$500,000		E.L. DISEASE - POLICY LIMIT	\$500,000			
X	WC STATU- TORY LIMITS	OTH- ER																		
E.L. EACH ACCIDENT	\$500,000																			
E.L. DISEASE - EA EMPLOYEE	\$500,000																			
E.L. DISEASE - POLICY LIMIT	\$500,000																			

Solicitation #13-010

REQUEST FOR PROPOSAL
FIREWORKS DISPLAYS

ALPHA-LEE ENTERPRISES, INC.
3626 CR 203
LIVERPOOL, TX 77577-8818
281-393-2500

Michael McIntosh

January 29, 2013

Letter of Transmittal

Alpha-Lee Enterprises, Inc. has been in the fireworks business since 1953. We have been providing aerial fireworks displays for the City of Round Rock since 1994, therefore, making us well acquainted with the locations at Old Settlers Park as well as PARD Yard. We look forward to working with the City of Round Rock if awarded this bid and working with the City Parks Department and/or new events planner to provide aerial fireworks displays for City residents in celebration of the 4th of July and other special events in 2013. We have local operators, with over 25 years of experience, living in the City of Round Rock who would be willing and able to meet with representatives any time and on short notice if necessary.

Michael McIntosh, President
3626 CR 203
Liverpool, TX 77577-8818
Phone 281-393-2500
Fax 281-393-2501
mike@fireworksbyalpha.com



Michael McIntosh, President

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Cost Proposal/20 minute.....	TAB #6	-	12
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Previous Performance/Experience

Alpha-Lee Enterprises, Inc. has been in the fireworks business since 1953. We provide an all aerial display furnishing the \$50.00 state permit, city permit with fees previously waived, insurance in the amount of \$5,000,000.00, labor, transportation and all necessary equipment for firing of the display. We furnish everything except the firing site and security which the city must provide.

Representative clients include the Austin Symphony Orchestra Society since 1990, the City of Beaumont since 1987, and the City of New Braunfels Parks & Recreation since 1997. The costs for these displays have ranged from \$15,000.00 to \$30,000.00. Attachment A-Respondent's Reference Sheet is attached giving all information requested.

The DVDs provided are approximately 15 minutes in length. One is all aerial fireworks and one is aerial fireworks with low level fireworks.

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 13-010

RESPONDENT'S NAME: Alpha-Lee Enterprises, Inc. **DATE:** 1-29-13

Provide the name, address, e-mail, telephone number and point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service from your organization within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award.

Any negative responses received may result in disqualification of solicitation.

- | | | |
|----|-----------------------|--------------------------------------------------------------|
| 1. | Company's Name | <u>Austin Symphony Orchestra Society</u> |
| | Name of Contact | <u>Anthony Corroa</u> |
| | Title of Contact | <u>Executive Director</u> |
| | E-Mail Address | <u>acorroa@austinsymphony.org</u> |
| | Present Address | <u>1101 Red River</u> |
| | City, State, Zip Code | <u>Austin, TX 78701</u> |
| | Telephone Number | <u>(512) 476-6064 ext 203 Fax Number: (512) 476-6242</u> |

- | | | |
|----|-----------------------|------------------------------------------------------------|
| 2. | Company's Name | <u>City of Beaumont</u> |
| | Name of Contact | <u>Claudie Hawkins</u> |
| | Title of Contact | <u>Director of Beaumont Civic Center</u> |
| | E-Mail Address | <u>chawkins@ci.beaumont.tx.us</u> |
| | Present Address | <u>P.O.Box 3827</u> |
| | City, State, Zip Code | <u>Beaumont, TX 77704</u> |
| | Telephone Number | <u>(800) 782-3081 ext 2 Fax Number: (409) 838-3715</u> |

- | | | |
|----|-----------------------|------------------------------------------------------|
| 3. | Company's Name | <u>City of New Braunfels Parks & Recreation</u> |
| | Name of Contact | <u>Stacey Laird Dicke</u> |
| | Title of Contact | <u>Parks Director</u> |
| | E-Mail Address | <u>sLaird@nbtexas.org</u> |
| | Present Address | <u>110 Golf Course Road</u> |
| | City, State, Zip Code | <u>New Braunfels, TX 78130</u> |
| | Telephone Number | <u>(830) 221-4355 Fax Number: (830) 608-2162</u> |

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

ATTACHMENT C

Fireworks Insurance Requirements

INSURANCE TYPE	TYPE OF INSURANCE	ADDRESS/COMPANY	POLICY NUMBER	POLICY 11 (BIRTHDAY)	POLICY 12 (BIRTHDAY)	LIMITS
A	GENERAL LIABILITY		344337104	3/15/2012	3/15/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occurrence) \$50,000 MEDICAL EXPENSES \$5 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS WAIVER <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> PER <input type="checkbox"/> PER					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> LOANED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CR55273225	3/15/2012	3/15/2013	COVERED AUTOMOBILE \$1,000,000 BODILY INJURY (Per Occurrence) \$5 BODILY INJURY (Per Occurrence) \$5 PROPERTY DAMAGE (Per Occurrence) \$5
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS WAIVER <input type="checkbox"/> CO-INSURANCE		EXC6010551	3/15/2012	3/15/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/REVENUE EXCLUDED (Mandatory in MD) <input checked="" type="checkbox"/> T-11 <input type="checkbox"/> N/A		0021057101	3/15/2012	3/15/2013	<input checked="" type="checkbox"/> PERMANENT TOTAL DISABILITY <input type="checkbox"/> PERMANENT TOTAL DISABILITY EL EACH OCCURRENCE \$1,000,000 EL DISEASE - EXEMPTED \$1,000,000 EL DISEASE - POLICY LIMIT \$500,000

Event Timeline

The event timeline will vary from the five minute display to the thirty minute display. The exact timeline would be determined upon the selection of the show. For example, a five minute display may only require the crew to arrive approximately 6 hours prior to the event launch time; whereas, the 20-25 minute display would require the crew to arrive at approximately 8:00AM on the morning of the show. We utilize trailers for set up and equipment. Therefore, due to our unique trailer set up, the clean up and tear down is accomplished immediately after the display.

Shell Types/Shell Effects

Kamuro w/ red tip	Blue & spangle	Green strobe
Blue & yellow peony	Purple Glitter	Super Twitter
Purple dahlia & green strobe octopus	Glittering silver to Red chrysanthemum	Variegated peony
Red to green peony	Red glitter	Silver peony
Blue to popping flowers	Dahlia yellow	Brocade to red
Purple tail peony	Green to popping flowers	Lemon peony
Crossette Red	Red magic ring	Bright flower
Blue to white strobe	Purple peony	Crossette blue
Gold flitter dahlia	Crossette green to gold	Orange dahlia
Blue to purple palm	Gold strobe to green	Dahlia blue
Red, blue to white strobe	Red & green glitter	Triple ring
Orange & blue peony	Bowtie ring	Bowtie ring

The above chart includes a sample of shells that would be used in any selected show. Selected shells include but are not limited to this selection.

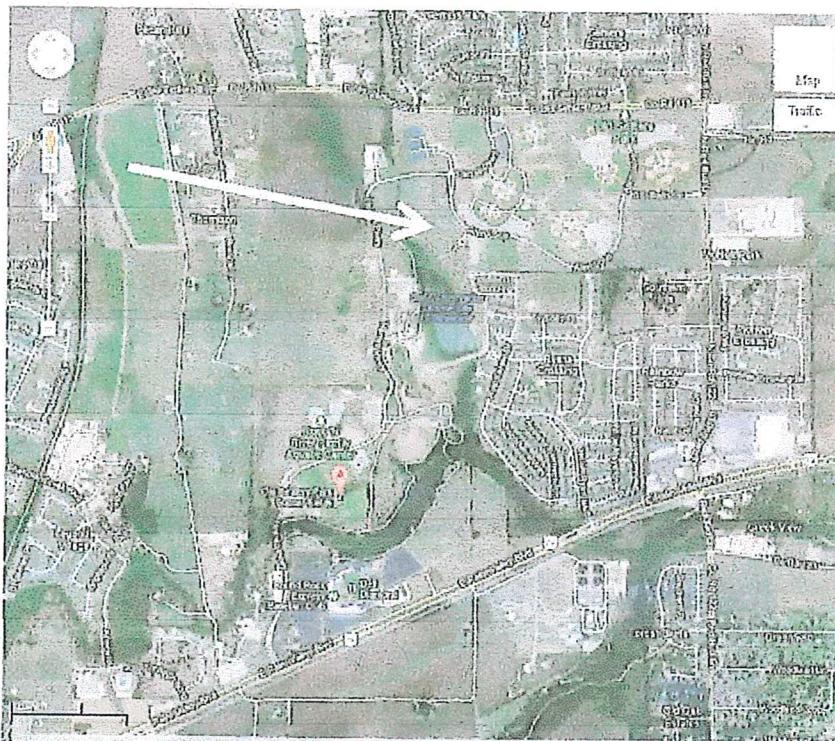
Project Design

Alpha-Lee Enterprises, Inc. has been providing aerial fireworks displays for the City of Round Rock since 1994. Thus, we are well acquainted with the locations of Old Settlers Park and PARD Yard. We have local operators in the Round Rock area who are capable of attending a meeting at any time and on short notice. Because of our unique trailer set up, we can have a one day set up. We normally will not bring fireworks into the city prior to the day of the show. We have years of experience working with the local fire department and accommodating their requirements also placing safety as our highest priority in the execution of our displays. We conform to the regulations set forth by the NFPA Code 1123.

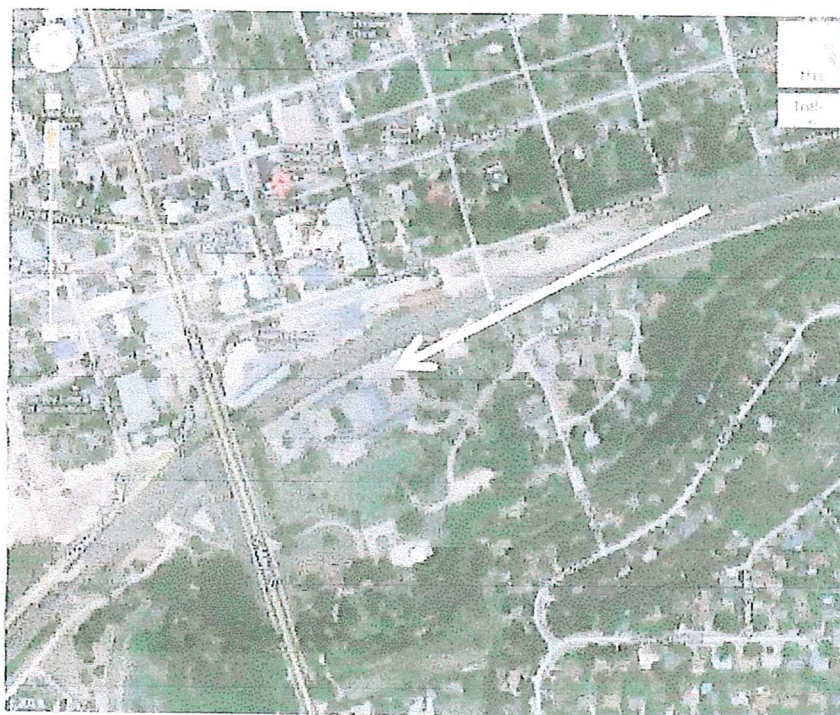
First, required space needs for launch distances are dependent on the shell size. We maintain these distances in accordance with NFPA Code 1123 as well as the AHJ. Second, we have no power requirements. Third, we normally will not bring fireworks into the city prior to the day of the display; therefore, we have no parking requirements prior to the day of the display. Last, the City of Round Rock is responsible for providing security during the display and a minimum of one security representative for crowd control prior to the display per fire marshal/AHJ requirements.

ATTACHMENT B

Fireworks Launch Site Locations Map



Old Settlers Park
3300 Palm Valley Road
Round Rock, TX 78665



PARD Yard
300 S. Burnett
Round Rock, TX 78664

ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$4,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

5 minute program Maximum Shells Size 4"

Opening Barrage 20 – 3" Assorted and Salute Shells

Main Program

144 – 3" Assorted Shells

108 – 4" Assorted Shells

10 each Sunny Multi Shot Cake Items 100 (1000 shots)

FINALE WILL CONSIST OF

60 – 3" Assorted Shells

40 – 3" Assorted Golden Palms and Titanium Shells

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
The information contained in this proposal is intended for individual or entity named
above. Any dissemination, distribution, or copying of this communication is strictly
prohibited.

ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$4,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

5 minute program Maximum Shells Size 6"

Opening Barrage 20 – 3" Assorted and Salute Shells

Main Program

72 – 3" Assorted Shells

72 – 4" Assorted Shells

18 – 5" Assorted Shells

9 – 6" Assorted Shells

3 each Sunny Multi Shot Cake Items 100 (300 shots)

FINALE WILL CONSIST OF

60 – 3" Assorted Shells

40 – 3" Assorted Golden Palms and Titanium Shells

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$9,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

10 minute program Maximum Shells Size 4"

Opening Barrage 60 – 3" Assorted and Salute Shells

Main Program

288 – 3" Assorted Shells

180 – 4" Assorted Shells

20 each Sunny Multi Shot Cake Items 100 (2000 shots)

FINALE WILL CONSIST OF

120 – 3" Assorted Shells

60 – 3" Assorted Golden Palms and Titanium Shells

36 – 4" Assorted Shells Golden Palm, Crossette, Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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ALPHA-LEE ENTERPRISES, INC.

\$9,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events 10 minute program

CITY OF ROUND ROCK / Maximum Shells Size 6"

Opening Barrage 40 – 3" Assorted and Salute Shells

Main Program

144 – 3" Assorted Shells

144 – 4" Assorted Shells

90 – 5" Assorted Shells

9 – 6" Assorted Shells

6 each Sunny Multi Shot Cake Items 100 (600 shots)

FINALE WILL CONSIST OF

180 – 3" Assorted Shells

60 – 3" Assorted Golden Palms and Titanium Shells

18 – 5" Assorted Golden Palms and Golden Kamuro

9 – 6" Assorted Golden Palms and Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$14,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

15 minute program Maximum Shells Size 4"

Opening Barrage 60 – 3" Assorted and Salute Shells

Main Program

288 – 3" Assorted Shells

252 – 4" Assorted Shells

30 each Sunny Multi Shot Cake Items 100 (3000 shots)

4 – 3" 25 Shot Cake Items Assorted (100 shots)

FINALE WILL CONSIST OF

180 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

72 – 4" Assorted Shells Golden Palm, Crossette, Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
The information contained in this proposal is intended for individual or entity named
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prohibited.

ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$14,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

15 minute program Maximum Shells Size 6"

Opening Barrage 60 – 3" Assorted and Salute Shells

Main Program

216 – 3" Assorted Shells

216 – 4" Assorted Shells

144 – 5" Assorted Shells

18 – 6" Assorted Shells

9 each Sunny Multi Shot Cake Items 100 (900 shots)

FINALE WILL CONSIST OF

240 – 3" Assorted Shells

60 – 3" Assorted Golden Palms and Titanium Shells

18 – 5" Assorted Golden Palms and Golden Kamuro

9 – 6" Assorted Golden Palms and Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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above. Any dissemination, distribution, or copying of this communication is strictly
prohibited.

ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$19,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

20 minute program Maximum Shells Size 4"

Opening Barrage 120 – 3" Assorted and Salute Shells

Main Program

288 – 3" Assorted Shells

360 – 4" Assorted Shells

40 each Sunny Multi Shot Cake Items 100 (4000 shots)

10 – 3" 25 Shot Cake Items Assorted (250 shots)

FINALE WILL CONSIST OF

240 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

72 – 4" Assorted Shells Golden Palm, Crossette, Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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prohibited.

ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$19,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

20 minute program Maximum Shells Size 6"

Opening Barrage 120 – 3" Assorted and Salute Shells

Main Program

144 – 3" Assorted Shells

288 – 4" Assorted Shells

180 – 5" Assorted Shells

72 – 6" Assorted Shells

20 each Sunny Multi Shot Cake Items 100 (2000 shots)

FINALE WILL CONSIST OF

240 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

36 – 5" Assorted Golden Palms and Golden Kamuro

18 – 6" Assorted Golden Palms and Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$24,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

25 minute program Maximum Shells Size 4"

Opening Barrage 120 – 3" Assorted and Salute Shells

Main Program

288 – 3" Assorted Shells

432 – 4" Assorted Shells

50 each Sunny Multi Shot Cake Items 100 (5000 shots)

15 – 3" 25 Shot Cake Items Assorted (375 shots)

FINALE WILL CONSIST OF

360 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

108 – 4" Assorted Shells Golden Palm, Crossette, Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$24,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

25 minute program Maximum Shells Size 6"

Opening Barrage 120 – 3" Assorted and Salute Shells

Main Program

144 – 3" Assorted Shells

288 – 4" Assorted Shells

234 – 5" Assorted Shells

126 – 6" Assorted Shells

30 each Sunny Multi Shot Cake Items 100 (3000 shots)

FINALE WILL CONSIST OF

360 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

54 – 5" Assorted Golden Palms and Golden Kamuro

36 – 6" Assorted Golden Palms and Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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above. Any dissemination, distribution, or copying of this communication is strictly
prohibited.

ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$29,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

30 minute program Maximum Shells Size 4"

Opening Barrage 120 – 3" Assorted and Salute Shells

Main Program

288 – 3" Assorted Shells

432 – 4" Assorted Shells

80 each Sunny Multi Shot Cake Items 100 (8000 shots)

20 – 3" 25 Shot Cake Items Assorted (500 shots)

FINALE WILL CONSIST OF

360 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

144 – 4" Assorted Shells Golden Palm, Crossette, Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
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ALPHA-LEE ENTERPRISES, INC.

CITY OF ROUND ROCK

\$29,750.00 / SHELL LIST / JULY 4, 2013
and / or other special events

30 minute program Maximum Shells Size 6"

Opening Barrage 120 – 3" Assorted and Salute Shells

Main Program

72 – 3" Assorted Shells

360 – 4" Assorted Shells

306 – 5" Assorted Shells

144 – 6" Assorted Shells

40 each Sunny Multi Shot Cake Items 100 (4000 shots)

FINALE WILL CONSIST OF

360 – 3" Assorted Shells

120 – 3" Assorted Golden Palms and Titanium Shells

54 – 5" Assorted Golden Palms and Golden Kamuro

36 – 6" Assorted Golden Palms and Golden Kamuro

Shell size subject to NFPA 1123 70' per inch clearance & Fire Department Approval.
The information contained in this proposal is intended for individual or entity named
above. Any dissemination, distribution, or copying of this communication is strictly
prohibited.

Payment Terms

We require a 50% deposit on or before March 15, 2013 with the balance due July 4, 2013. For other special events through out the year, deposits would be due 30 days prior to event, time permitting, with the balance due the day of the event. There will be a 10% charge for any additional trips for an alternate date other than the day following the original date of display. If the alternate day is the next day and is utilized by the city, the city must provide overnight security.

Added Value

A program add-on that Alpha-Lee Enterprises, Inc. would like to propose to the City of Round Rock is the addition of a music CD to be choreographed to the length of any chosen show. These would be referenced to any specific event that the city might be celebrating. For example, patriotic 4th of July with current top hits as an option, Christmas music accommodating a parade or other city attraction, or any event and music required for a city-wide celebration. The music would be complimentary with the aerial display at no additional cost to the City of Round Rock.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center 1375 East 9th Street, 30th Floor Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): (216) 658-7100	FAX (A/C, No): (216) 658-7101
INSURED Alpha-Lee Enterprises, Inc. 3626 CR 203 Liverpool TX 77577	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Co	
	INSURER B: Granite State Insurance Co. 23809	
	INSURER C: Maxum Indemnity Company 26743	
	INSURER D: Texas Mutual Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 839172352

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3443321-05	3/15/2013	3/15/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			CA55473306	3/15/2013	3/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB			EXC6018561	3/15/2013	3/15/2014	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001087181	3/15/2013	3/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as an Additional Insured

"Fireworks Display"

7-04-13 Rain Date 07-05-13 Location: City Park off Hwy 79 Round Rock, TX

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock
301 West Bagdad, Suite 250
Round Rock TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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