

EXHIBIT
"A"

CITY OF ROUND ROCK
AGREEMENT FOR FIREWORKS DISPLAY SERVICES
WITH
MAGIC IN THE SKY, LLC

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

THAT THIS Agreement for purchase of fireworks display services for the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019, 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 MAGIC IN THE SKY, LLC whose offices are located at 26926 Hardy Run, Boerne, Texas 78015 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase fireworks display services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Request for Proposals" for the provision of said services, and City has selected the Proposal submitted by the Services Provider; 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, 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 is obligated to purchase specified services and Services Provider is obligated to provide said services. The Agreement includes the following: (a) City's "Request for Proposals" ("RFP"), designated Solicitation Number 19-004; (b) Services Provider's Response to the 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) Services Provider's Response to RFP;
- (3) City's RFP, 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.

2.01 EFFECTIVE DATE; TERM

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 as provided herein.

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

A. City selected Services Provider to supply the services as outlined in the RFP and Proposal submitted by Services Provider, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. 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 Services Provider in its Proposal in response to the RFP.

B. The services which are the subject 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 ITEMS AWARDED; SCOPE OF WORK

A. The services set forth in the RFP and Response to the RFP, attached as Exhibit "A" and incorporated herein by reference for all purposes, are awarded to Services Provider.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Solicitation Number 19-004. Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A." When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. The costs listed in the Service provider's "Best and Final Offer," on page forty-three (43) of the attached Exhibit "A," shall be the basis of any charges collected by Services Provider.

B. In consideration for the services set forth in Exhibit "A," the City shall be authorized to pay the Services Provider for an amount not-to-exceed **Fifty Thousand and No/100 Dollars (\$50,000.00) per year** for Services Provider's services for a total not to exceed amount of **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** for the term of this 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 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's bid, with the consent and agreement of the successful Services Provider(s) and the City. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider's response. However, all parties 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.

8.01 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.

9.01 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, a subcontractor or supplier about 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 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.

10.01 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.

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all requirements as stated in Part II, Section 2 of RFP Number 19-004, attached hereto as Exhibit "A."

14.01 CITY'S REPRESENTATIVE

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

Rick Atkins
Parks and Recreation Director
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
512-341-3344
ricka@roundrocktexas.gov

15.01 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.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services 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 services 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 make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 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 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.

18.01 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.

19.01 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. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) 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 at any term of this Agreement.

20.01 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.

21.01 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:

Magic in the Sky, LLC
26926 Hardy Run
Boerne, Texas 78015

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, 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.

22.01 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.

23.01 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.

24.01 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.

25.01 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.

26.01 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: _____


Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Magic in the Sky, LLC

By:  _____
Printed Name: Jacob J Dell
Title: President
Date Signed: 2/25/2019



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

REQUEST FOR PROPOSAL (RFP)

FIREWORKS DISPLAY SERVICES

SOLICITATION NUMBER 19-004

NOVEMBER 2018

PART I
Exhibit "A"

**GENERAL REQUIREMENTS
FIREWORKS DISPLAY SERVICES**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing 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. **BACKGROUND:** In 2013 the City of Round Rock Parks and Recreation went out to bid for the services of providing the City of Round Rock Parks and Recreation Department with a July 4th Fireworks show. The 4th of July in Round Rock has long been an event that has brought thousands of people out to Old Settlers Park to enjoy a day of festivities in celebration of the 4th of July. This firework show has been staged on the North East side of the lake in Old Settlers Park. This has allowed us sufficient space to comply with the use of 6" shells for the show. The fireworks display shows in Round Rock have typically lasted from 18 to 20 minutes in length. The fireworks have started at dark and it has been timed to start with the playing of live music from the Round Rock / Austin area. A grand finale of the last 2 to 2.5 minutes has culminated the show. This past year we incorporated two satellite sites that added to the scope of the show which provided an additional 'wow' factor. Our vision to is bring a memorable show to the residents of Round Rock.

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

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Proposal Submittal Form and Execution	Page 15
Attachment B – Reference Sheet	Page 16

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Michael Schurwon, CPPB, CTCD
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: mschurwon@roundrocktexas.gov

Exhibit "A"

The individual listed above may be contacted by e-mail 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.

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

EVENT	DATE
Solicitation released	November 15, 2018
Deadline for submission of questions	November 21, 2018 @ 5:00 AM, CST
City responses to questions or addendums	November 29, 2018 @ 5:00 PM, CST
Deadline for submission of responses	December 6, 2018 @ 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

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
<http://www.roundrocktexas.gov/bids>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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.
7. **SITE VISIT:** Respondents are encouraged to visit the launch locations for the Fireworks displays prior to submitting a response. Please refer to location map listed in Part IV- Scope of Work, Section 8. Format.
- 7.1. It is the responsibility of the Respondent to examine the sites to determine any difficulties or restrictions inherent in the sites.
- 7.2. Failure of Respondents to visit the fireworks display show sites will not permit adjustments to pricing at a later date.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Michael Schurwon, CPPB, CTCD
Purchasing Department
221 E. Main Street, 1st Floor Reception Desk
Round Rock, Texas 78664-5299

- 8.1. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
- 8.2. Facsimile or electronically transmitted responses are not acceptable.
- 8.3. Responses cannot be altered or amended after opening.
- 8.4. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5. The City will not be bound by any oral statement or offer made contrary to the written proposal.
- 8.6. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

Exhibit "A"

- 8.7. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- 8.8. Late Proposal(s) will not be considered under any circumstances and will be returned unopened, if a return address is provided.
9. **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.
- 9.1. Respondent shall submit one (1) evident signed "Original," one (1) identical electronic copy of the RFP response on a flash drive, and two (2) physical copies of the RFP response. 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 Respondents expense, and shall become the property of the City.
- 9.2. 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 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/RFP/IFB.
- 9.3. **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 <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete and sign the proposal submittal form and execution 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.
- 9.4. Provide a DVD representing an example of the respondent's 20-minute fireworks show.
10. **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
- 10.1. 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.
- 10.2. 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.
11. **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.

Exhibit "A"

City of Round Rock
Fireworks Display Services
IFB No. 19-004
Class/Item: 962-36
November 2018

12. **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

PART II
DEFINITIONS, STANDARD TERMS AND CONDITONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, 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. 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, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

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/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:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 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 90 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:
 - 2.1. Be firms, corporations, individuals or partnerships normally engaged in providing aerial fireworks display services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2. In order to confirm financial stability the City may choose to review audited financial statements at any time throughout the RFP evaluation process. The Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days upon request.
 - 2.3. The Respondent shall include in the proposal a list all litigation the company or its principals have been involved in within the last three (3) years.
 - 2.4. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing aerial fireworks display services.
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:
 - 4.1. 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;
 - 4.2. 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;
 - 4.3. 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. **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.

Exhibit "A"

6. **PRICE INCREASE:** Contract prices for aerial fireworks display services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.

6.1. **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/>.

6.2. **Procedure to Request Increase:**

- 6.2.1. 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 st Main Street
Round Rock, TX 79664-5299**

- 6.2.2. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.

8. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

- 8.1. **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.

- 8.2. **The City's designated representative:** The City's designated representative shall be:

**Mr. Randy Gordon
Parks Manager
Parks and Recreation
Phone: (512) 341-3340
E-mail: rgordon@roundrocktexas.gov**

9. **INTERLOCAL PURCHASING AGREEMENTS**

- 9.1. 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 agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- 9.2. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

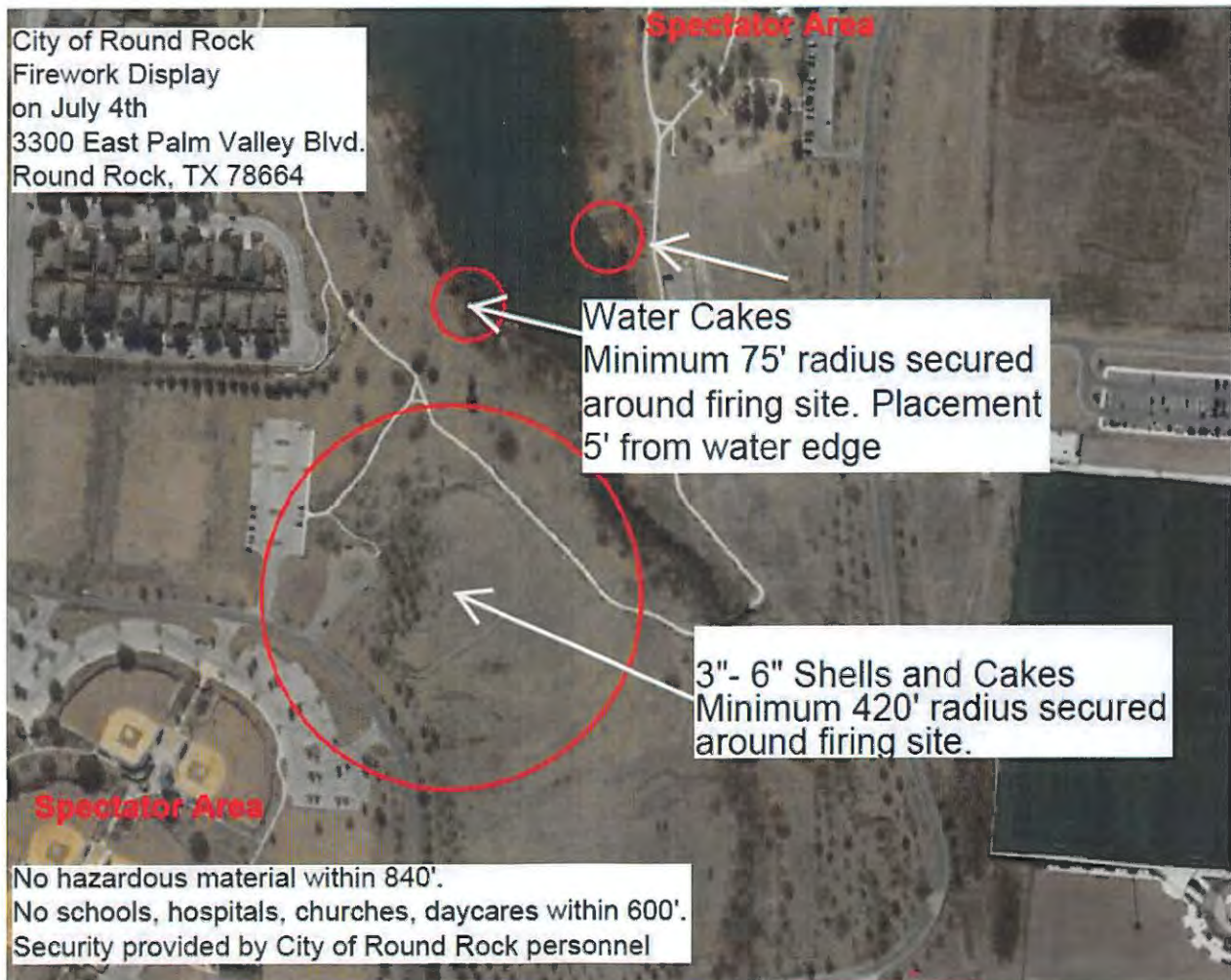
PART IV
SCOPE OF WORK

1. **Introduction:** Round Rock, Texas, with a population of around 113,000, is located 15 miles north of Austin in the Central Texas hill country. Round Rock is the 31st largest City in Texas, according to the 2010 U.S. Census Bureau data.
2. **Purpose:** The City seeks an agreement with a qualified Respondent to provide aerial fireworks display services 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.
3. **SERVICE REQUIREMENTS:** Services shall be performed at:

 Primary Location
 City of Round Rock
 PARD Yard
 300 S. Burnett
 Round Rock, Texas 78664

 AND

 Secondary Location (Optional)
 City of Round Rock
 Old Settler Park
 3300 Palm Valley Blvd.
 Round Rock, Texas 78665
4. **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.
 - 4.1. Code can be located at the link below:
 <http://www.nfpa.org/aboutthecodes/aboutthecodes.asp?docnum=1123>
 - 4.2. Respondent shall maintain launch distances per national regulatory standards.
 - 4.3. Fireworks proposal shall meet with the approval of the City's Fire Department prior to acceptance and launch.
5. **TRANSPORATION:** 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.
6. **PERMITS:** Respondent shall possess applicable Federal, State and City permits and licenses required to execute Fireworks displays.
7. **SCHEDULE:** Fireworks display shall commence at a time specified by the City at time of scheduling.
8. **FORMAT:** The City of Round Rock – Parks and Recreation Department seeks a Fireworks display with an Opening Barrage, a Main Program and a Finale. Fireworks display to include two (2) separate water cake sites next to the water's edge (within 5') with a minimum of 75' radius secured zone and is to be synchronized with the main 3" – 6" main launch site.



- a. Respondent shall provide pricing on said format for the following show lengths/time slots:
 - i. 15 Minute
 - ii. 20 Minute
 - iii. 25 Minute
 - b. Shells shall range in size from, 3" – 6" in compliance with the regulations specified herein.
 - c. Proposal shall reflect number of shells and size of shells for each segment and each length of program.
 - d. Musical accompaniment is not required.
9. **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.
- a. Successful Respondent shall meet the City's Fire Department representatives at the launch site prior to launch for review of program.

Exhibit "A"

10. **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.
 - a. 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.
11. **DAMAGE**: The successful Respondent shall be responsible for damage to the City's equipment and/or property through negligence in work, personnel and equipment.
12. **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 V
PROPOSAL PREPERATION 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. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
4. **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.
5. **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. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.
6. **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 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.
 - B. **Tab 2 - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - C. **Tab3 - Program:** Describe your technical plan for accomplishing required work. 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 indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. The points at which written, deliverable reports will be provided.
 - v. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.
 - vi. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
 - vii. Provide a DVD program with your offer that best represents your 20 minute show.

Exhibit "A"

- D. **Tab 4 - 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 5 - Prior Experience:** Describe only relevant corporate experience 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 person for whom prior projects were accomplished.
- F. **Tab 6 - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Tab 7- Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. **Tab 8 – Attachments and Addendum** including Attachment A – Proposal Submittal Form, Execution, Attachment B – Reference Sheet and signed addendums (if applicable), provide a DVD program with your offer that best represents your 20 minute show.
- I. **Tab 9 – Cost Proposal:** Information described in the following subsections is required from each Proposer. 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, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. For the purposes of cost evaluation assume a program length of 20 minutes but provide costs for 15 and 25 minute shows as well.
- 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 Supplies and Materials
 - iii. Other itemized costs
 - iv. Travel Expenses- Travel expenses shall be in compliance with City travel policy.
 - v. Total (not to exceed) Cost
7. **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. **The evaluation criteria will be determined based off of a 20 minute fireworks program.**

a. Evaluation Criteria:		Weights:
• Respondent's Solution, Approach and Timeline		40 points
• Individual Qualifications		20 points
• Work Experience		20 points
• Price		20 points
Maximum Weight:		100 points

Exhibit "A"

- 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 are necessary. Award of a contract may be made without discussions or Best and Final Offers, 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. A request for a Best and Final Offer 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.

8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- 8.1. 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 contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- 8.2. 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.
- 8.3. If negotiations are successful, enter into an agreement.
- 8.4. If not successful, formally end negotiations with that Respondent. The City may then:
 - 8.4.1 Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 8.4.2 The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- 8.5. 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.
- 8.6. 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.

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

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

Exhibit "A"



Magic in the Sky, LLC
26926 Hardy Run
Boerne, TX 78015
Phone: 210-267-5371
Fax: 210-247-6182
Jacob J Dell, Director of Operations
Jacob@MagicInTheSky.com

Proudly Presents its Fireworks Proposal for:

Solicitation #19-004
REQUEST FOR PROPOSAL
FIREWORKS DISPLAYS

To:



January 9, 2019

Exhibit "A"



www.MagicInTheSky.com

Cheryl Kaufman
Purchasing Department
City of Round Rock
221 East Main Street
Round Rock, TX 78664-5299

Ms. Kaufman,

Magic in the Sky is a Texas firm that directly imports product from China allowing us the maximum in design control and value. We utilize ShowSim computer choreography to precisely sync each effect to your soundtrack for electronic firing using our FireOne system. We use this detailed approach to conduct displays from Florida to Texas including San Antonio's two major theme parks.

Our relationship with shell builder Dwayne Lloyd allows us to offer exclusively manufactured materials for Magic in the Sky right here in San Antonio. These shells are hand loaded with special effects, long duration stars, and colors more brilliant than offered in the finest imported material.

Because there are many possibilities for producing a show at your location we have included four configurations. In addition to the included quotes we are happy to offer a la carte for each event to give your team a broader selection to best exceed your requirements.

Magic in the Sky would be delighted to add Round Rock to our list of satisfied customers by producing your July 4th and other Celebrations. Please contact me directly on my cell phone 210-831-4752 to let us know how we can better serve your needs.

Sincerely,

Jacob J. Dell
President

Exhibit "A"



BID SUMMARY

Because there is a wide range of possibilities when combining 1.3g/1.4g, Magic in the Sky would work closely with Round Rock to determine the maximum impact for the budget dollar possible. While the RFP indicates time frames, we would like to offer four show levels to best present the program to the public.

	Show Level I	Show Level II	Show Level III	Show Level IV
Time	15 minutes	20 minutes	20 minutes	20 minutes
Total Bid	\$ 15,000.00	\$ 20,000.00	\$ 25,000.00	\$ 30,000.00

PRODUCT PROPOSAL

Product	Category	Country of Manufacture	Item	Shots	Quantity	Quantity	Quantity	Quantity
Cakes	1.3g	USA/China	45mm Finale Cake	49	2	4	6	8
		China/Japan	Various (average shot count 150)	150	3	5	7	9
3" Shells	1.3g	USA/China	3" Assortment Shells	1	216	288	360	432
4" Shells	1.3g	USA/China/Spain/France/Australia/Japan	4" Assortment Shells	1	108	144	180	216
5" Shells	1.3g	USA/China/Spain/France/Australia/Japan	5" Assortment Shells	1	120	144	168	192
6" Shells	1.3g	USA/China/Spain/France/Australia/Japan	6" Assortment Shells	1	81	99	117	135
Total Shots					1,009	1,621	2,169	2,717
Average Shot per second					1.1	1.4	1.8	2.3

The score of a pyromusical best indicates the appropriate effects mix to be used. We will create a package of equal or greater value, in conjunction with the Round Rock team based on the final music selections and effects desired.

Lost Proposal



SEVERE WEATHER OPERATIONAL PROCEDURES

WARNING: This document contains Sensitive Security Information this is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration of the Secretary of Transportation. Unauthorized release may result in civil penalty or other actions. Contact MITS Director of Operations at 210-831-4752 for more information.

Magic in the Sky will maintain operational control of all display sites during severe weather through the following procedures. These procedures are compatible with MITS Department of Homeland Security Hazardous Materials Security Plan and are designed to prevent unauthorized access to 1.3G and 1.4G explosives materials.

Severe Wind Conditions (Tornado Category F1+; Hurricane C1+) Reference NFPA 2010 8.1.4.2; 8.1.7

- When there is emanate threat of severe wind conditions, operator will as practical, secure all firing equipment and remove all explosive material from the site for storage in an approved Type IV magazine
- If energetic material has been loaded for firing, operator will:
 - If safely possible, remove all explosive material from the site for storage in an approved Type IV magazine
 - If time does not allow for safe removal operator will coordinate with the AHJ to fire all product before the onset of severe winds to prevent explosive materials from being uncontrollable blown from the display site.

Rain Conditions

- Operator will ensure that loading continues in a safe manner Reference NFPA 2010 8.1.7
 - Product shall not be loaded into wet mortars
 - All product shall be weather wrapped as loaded
 - Proximate devices including one shot comets, gerbs, fountains, SPD's and other effects that by their designed, are not able to be wrapped shall not be loaded.
 - Crew shall work in teams with one-member loading devices while the other member covers and protects from rain.

Electrical Events

- When lightning is detected within 7 miles of the display site all loading shall halt until conditions improve
 - Operator shall disconnect the firing system from all electrical connections
 - All Modules shall be disconnected from two-wire
 - All electrical matches shall be stored in wooden case/ready box at least 50 feet from all explosive materials
 - Operator shall keep crew at least 50 feet from all loaded explosives and maintain NFPA spectator distances of at least 70 feet per inch until the material is:
 - Safely removed from the site for storage in an approved Type IV magazine
 - Fired in coordination with the AHJ



Electrical Events (continued)

- In the event of uncontrolled electrical ignition
 - Operator will maintain operational control of site
 - Increase the safety distances as warranted
 - Immediately notify MITS Director of Operations for implementation of Occurrence Mitigation Plan

Extreme Temperature

- When temperatures exceed 110° F or are below 28° F loading of the show will be discontinued until conditions return to safe loading temperature range.

High Wind Speeds During Show (15+ MPH Sustained) Reference NFPA 2010 A.8.1.4.2

- In considering when wind speed is excessive for the reasonably safe performance of a fireworks display, operator will judge:
 - The potential for an increased risk of hazardous debris from the display falling into the spectator areas
 - The potential for an increased probability of fire that is made excessively difficult to control
- An increased fallout hazard occurs when the wind is traveling in a direction toward one or more spectator areas. Under these circumstances mitigation strategies that should be considered are as follows:
 - To move the spectators out of the path of the fallout
 - To redirect the fallout by moving the fireworks or re-angling the mortars
 - To increase the separation distance between the fireworks and the spectators
 - To modify the content of the display to eliminate the fireworks of greatest concern
 - To delay the display until the weather conditions have improved
 - To implement a combination of these strategies
- Some possible mitigation strategies to be considered regarding fire risks are as follows:
 - To water down the areas and items of concern immediately before the display
 - To redirect the fallout by moving the fireworks or re-angling the mortars
 - To increase the separation distance between the fireworks and the areas containing the fire hazards
 - To modify the content of the display to eliminate the fireworks of greatest concern
 - To increase the amount of suppression equipment and personnel in the immediate area
 - To delay the display until weather conditions have improved
- Show will be cancelled or discontinued if winds exceed 20 MPH sustained or during gusts above 25 MPH
 - NFPA safety distance will assume to be double at 20 MPH causing the operator to cut the permissible shell diameter in half until winds stabilize below 20 MPH

Magic in the Sky Licensing and Safety

Safety is Magic in the Sky's top priority. We are constantly updating our product design, shoot site layout, firing protocols, and show scripting to ensure every display is safe for both our team members and the viewing public. We partner with the following agencies to help us remain vigilant to prevent accidents from occurring:



Magic in the Sky Video Montage

Since 1999 Magic in the Sky has been pleased to produce amazing fireworks displays and pyromusicals for Municipalities and Theme Parks throughout the United States including:

Austin, TX	Laporte, TX	Savannah, TX	Bloomington, IN	Cincinnati, OH	Mendon, OH
Bay City, TX	Laredo, TX	Schertz, TX	Churubusco, IN	College Corner, OH	Middletown, OH
Baytown, TX	Leon Valley, TX	South Austin, TX	Covington, IN	Commercial Point, OH	Mt. Vernon , OH
		South Houston, TX			
Beaumont, TX	Medina, TX	TX	Danville, IN	Delta, OH	Ohio City, OH
Comfort, TX	Missouri City, TX	Temple, TX	Elkhart, IN	East Liberty, OH	Osgood, OH
Corpus Christi, TX	New Braunfels, TX	Tomball, TX	Indianapolis, IN	Eaton, OH	Rio Grande, OH
Devers, TX	Orange, TX	Utopia, TX	Liberty, IN	Findlay, OH	Rockford, OH
Edna, TX	Port Aransas, TX	Uvalde, TX	Richmond, IN	Ft. Recovery, OH	Trenton, OH
Floresville, TX	Poteet, TX	Victoria, TX	South Bend, IN	Knoxville, OH	Village of Wren, OH
Giddings, TX	Providence Village, TX	Webster, TX	Jackson, NJ	Lewisburg, OH	Wauseon, OH
Groesbeck, TX	Rio Grande, TX	Williamsburg, VA	Archbold, OH	Mansfield, OH	West Portsmouth, OH
Helotes, TX	Rosenberg, TX	Dade City, FL	Baltimore, OH	Maria Stein, OH	West Union, OH
Houston, TX	San Antonio, TX	Orlando, FL	Cambridge, OH	Marion, OH	Xenia, OH
Kerrville, TX	San Benito, TX	Plant City, FL	Cardington, OH	McArthur, OH	Sarver, PA
		Tampa, FL	Celina, OH		

Magic in the Sky Video Montage

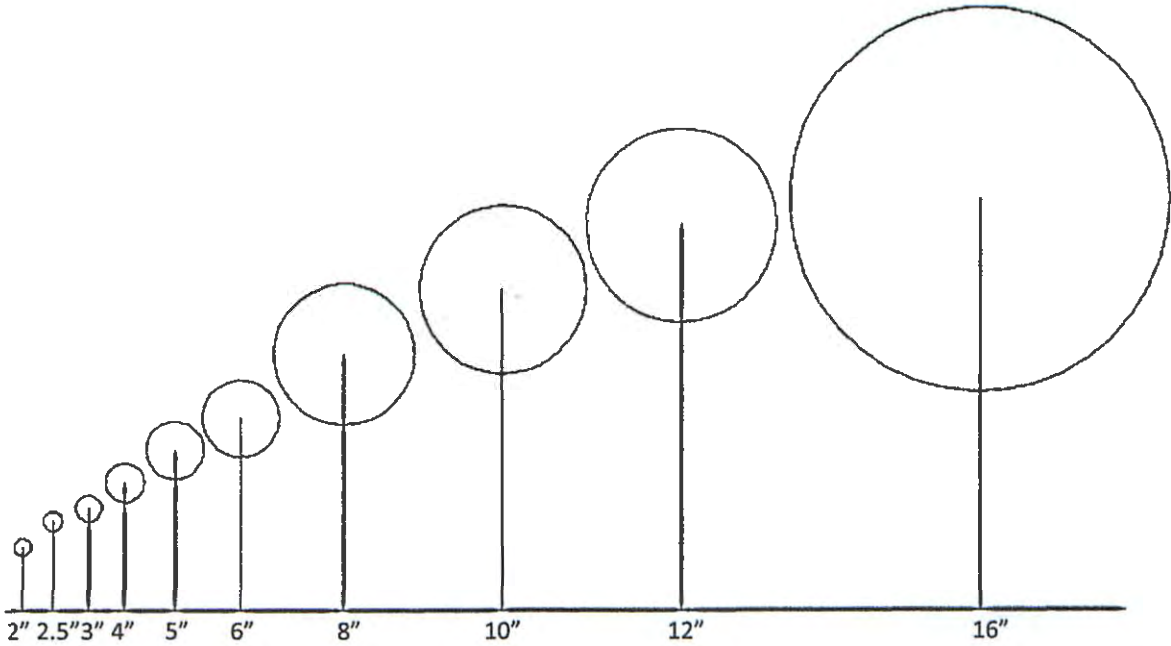
Since 1999 Magic in the Sky has been pleased to produce amazing fireworks displays and pyromusicals for Municipalities and Theme Parks throughout the United States including:





TYPICAL AERIAL SHELL PERFORMANCE

BURST DIAMETER	43' 49' 66' 98' 148' 197'	361'	426'	492'	984'
RISING HEIGHT	164' 230' 263' 328' 410' 492'	656'	820'	984'	1,050





www.MagicInTheSky.com

Shell Assortments

Magic in the Sky has carefully selected these shell assortments to deliver consistent performance for theme park shows while providing a variety of effects and vibrant colors.

4"-6" Assortment with or without tail

<i>Shell Color and Effect</i>	<i>Quantity</i>
Blue & White Peony	2
Blue Chrysanthemum	2
Blue Diadem	2
Blue Peony	4
Blue To Crackling	2
Color Chrysanthemum	2
Color Peony	6
Crackling Diadem	2
Dahlia Golden	2
Golden Chrysanthemum	2
Golden Diadem	2
Golden Peony	2
Green & White Peony	4
Green Chrysanthemum	4
Green Peony	6
Green To Crackling	2
Purple Chrysanthemum	4
Purple Peony	2
Red & Blue Peony	4
Red & Silver Peony	4
Red Chrysanthemum	4
Red Diadem	2
Red Peony	6
Red To Crackling	2
Sea Blue Peony	2
White Chrysanthemum	4
White Diadem	2
White Peony	6
Yellow Chrysanthemum	2
Yellow Diadem	2
Yellow Peony	2
Yellow To Crackling	2

Exhibit "A"



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3" Assortment A with rising colored tail

<i>Shell Color and Effect</i>	<i>Quantity</i>	<i>Color Palette</i>	
Red Chrysanthemum	2	Blue	12
Red Diadem	2	Gold	22
Red Wave	2	Purple	8
Red & Silver Glittering	2	Red	18
Red & Blue Chrysanthemum	2	Silver	8
White Chrysanthemum	2	White	4
White Diadem	2		
Blue Chrysanthemum	2		
Blue Diadem	2		
Blue Wave	2		
Blue & Silver Glittering	2		
Golden Wave	2		
Golden Wave To Purple	2		
Purple Wave	2		
Glittering Purple	2		
Silver Wave	2		
Silver Wave To Purple	2		
Silver Wave To Green Flashing Flower	2		
Brocade Red	2		
Red Coconut Tree	2		
Red Crackling Coconut Tree	2		
Red Willow	2		
Brocade Crown To White Flashing	2		
Brocade Blue	2		
Blue Coconut Tree	2		
Brocade Golden	2		
Diadem Chrysanthemum W/Reports	2		
Golden Coconut Tree	2		
Golden Kamuro	2		
Willow To Strobe	2		
Golden Spider	2		
Golden Crackling Coconut Tree	2		
Brocade Coconut Tree	2		
Brocade Purple	2		
Purple Coconut Tree	2		
Brocade Silver	2		

Exhibit "A"



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3" Assortment B

<i>Shell Color and Effect</i>	<i>Quantity</i>	<i>Color Palette</i>	
Blue & Crackling Star	2	Blue	14
Blue Crackling Ring	2	Color	2
Blue Ring	2	Crackling	12
Blue To Crackling	2	Purple	8
Blue To Golden Crackling Chrysanthemum Flower	2	Red	18
Blue To Red Peony	2	RWB	10
Blue To White Peony	2	Silver	8
Color Changing Kamuro	2		
Crack. Willow & Crackling Tail	2		
Crackling Spider	2		
Dahlia Red	2		
Dahlia Silver	2		
Dragon Eggs W/Coconut Tree Pistil	2		
Golden Flashing To Red	2		
Half Purple & Crackling	2		
Half Red & Blue Peony	2		
Purple To Golden Crackling Chrysanthemum Flower	2		
Purple To Golden Peony	2		
Purple To Silver Peony	2		
Red & Blue Peony	2		
Red & Crackling Star	2		
Red And Blue (Alternating) Ring	2		
Red Circles W/Wave	2		
Red Crackling Ring	2		
Red Ring	2		
Red To Blue Peony	2		
Red To Blue Ring	2		
Red To Crackling	2		
Red To Golden Crackling Chrysanthemum Flower	2		
Red To White Peony	2		
Silver Coconut Tree	2		
Silver Spider	2		
Silver Time Rain Coconut Tree	2		
White Crackling Ring	2		
White To Crackling	2		
Willow To Crackling	2		

Exhibit "A"



www.MagicInTheSky.com

3" Assortment C with rising silver tail

<i>Shell Color and Effect</i>	<i>Quantity</i>	<i>Color Palette</i>	
Blue Chrysanthemum	2	Blue	8
Blue Coconut Tree	2	Gold	14
Blue Peony	2	Color	6
Blue Peony W/ Strobe Pistil	2	Green	6
Brocade Crown	2	Purple	8
Brocade Crown To Purple	2	Red	20
Charcoal Chrysanthemum	2	Silver	8
Colorful Chrysanthemum	2	White	2
Colorful Peony	2		
Diadem Chrysanthemum To Crackling Flowers	2		
Diadem Chrysanthemum To Variegated Strobe	2		
Golden Kamuro To Purple	2		
Golden Peony	2		
Golden Strobe	2		
Green Chrysanthemum	2		
Green Peony W/Strobe Pistil	2		
Green To Silver Strobe	2		
Purple Chrysanthemum	2		
Purple Chrysanthemum W/ Strobe Pistil	2		
Purple Coconut Tree	2		
Purple Peony	2		
Red Chrysanthemum	2		
Red Chrysanthemum W/ Strobe Pistil	2		
Red Fish	2		
Red Gamboge Crown To Variegated Strobe	2		
Red Peony	2		
Red Peony W/ Blue Pistil	2		
Red Peony W/ Strobe Pistil	2		
Red Peony W/Brocade Pistil	2		
Red To Brocade Crown	2		
Red To Silver Strobe	2		
Silver Chrysanthemum	2		
Silver Chrysanthemum W/ Strobe Pistil	2		
Silver Coconut Tree	2		
Silver Peony W/ Red Pistil	2		
White Peony	2		

Exhibit "A"



www.MagicInTheSky.com

3" Assortment D

<i>Shell Color and Effect</i>	<i>Quantity</i>	<i>Color Palette</i>
Red & Blue & White Peony	2	Blue 10
Blue Chrysanthemum W/ Red Pistil	2	Color 14
Blue Peony To Brocade Ring	2	Green 10
Blue Peony W/ Glitter Coconut Core	2	Purple 6
Blue Peony W/Golden Pistil	2	Red 14
Color Changing Peony To Brocade Ring	2	RWB 4
Color Changing Peony W/ Glitter Coconut Core	2	Silver 6
Dahlia Green W/ Whistling	2	Yellow 8
Glittering Silver Wave To Blue	2	
Glittering Silver Wave To Color W/ Palm Core	2	
Glittering Silver Wave To Green	2	
Glittering Silver Wave To Purple	2	
Glittering Silver Wave To Red	2	
Green Chrysanthemum W/ Purple Pistil	2	
Green To Red Wave	2	
Half Green & Purple Peony	2	
Half Red & Blue Peony	2	
Half Silver & White Peony	2	
Purple Peony W/ Green Pistil	2	
Purple To Silver Wave	2	
Red Gamboge To Blue To White	2	
Red Gamboge To Color W/ Variegated Double Pistil	2	
Red Gamboge To Strobe	2	
Red Peony W/ Glitter Coconut Core	2	
Red Peony W/Brocade Pistil	2	
Red To Blue Wave	2	
Red To Golden Wave	2	
Silver Peony W/ Glitter Coconut Core	2	
Silver Spider	2	
Variegated Bees	2	
Variegated Chrysanthemum W/ Variegated Strobe Pistil	2	
Variegated Peony W/ Variegated Pistil	2	
Yellow Chrysanthemum W/ Crackling Pistil	2	
Yellow Peony To Brocade Ring	2	
Yellow Peony W/ Glitter Coconut Core	2	
Yellow To Purple Wave	2	

Exhibit "A"



www.MagicInTheSky.com

3" Assortment F

<i>Shell Color and Effect</i>	<i>Quantity</i>
Variegated Chrysanthemum W/ Crackling Pistil	6
White Strobe	6
Half Golden Glittering & Silver Glittering Peony	6
Variegated Peony W/ Variegated Pistil	6
Green Chrysanthemum W/ Strobe Pistil	6
Blue Peony W/Golden Pistil	6
Red Peony W/Brocade Pistil	6
Blue Chrysanthemum W/ Crackling Pistil	6
Lemon Peony	6
Brocade To Strobe	6
White Strobe Waterfall W/Red Strobe Pistil	12

Exhibit "A"



www.MagicInTheSky.com

1.4S Proximate Items

1.4S Lightning Mines

Red Mag
Green Mag
Lemon Mag
Purple Mag
Orange Mag
Blue
Aqua Mag
Magenta Mag
Gold Flitter
White Flitter
Brocade

1.4S Comet and Mine Combo Shot

Red Mag Gold Flitter Mine
Green Mag Gold Flitter Mine
Purple Mag Gold Flitter Mine
Lemon Mag White Flitter Mine
Aqua Mag Gold Flitter Mine
Orange Mag White Flitter Mine
Magenta Mag Gold Flitter Mine
Blue Gold Flitter Mine
Gold Flitter White Flitter Mine
White Flitter Gold Flitter Mine

1.4S Matrix comets

Gold or White Flitter Tail Red Mag
Gold or White Flitter Tail Green Mag
Gold or White Flitter Tail Blue
Gold or White Flitter Tail Aqua Mag
Gold or White Flitter Tail Magenta Mag
Gold or White Flitter Tail Lemon Mag
Gold or White Flitter Tail Purple Mag
Gold or White Flitter Orange Mag

1.4S Tracer Lightning Flash Mines

Red
Green
Blue
Orange
Lemon
Magenta
Aqua
Gold Flitter
White Flitter



www.MagicInTheSky.com

Multi Shot Cakes

49 2" Shell Cake 2" 49'S Mix Shells W/Tail
81 W Shape Red Peony & White Peony & Blue Peony
90 W Shape Red/ White/ Blue Peony To Salute
96 V Shape Gold & Silver Crossette
100 Multi Shot Assorted Color Crossette With Comet Tail
100 Multi Shot Assorted Colored Dahlias W/Assorted Colored Tails
100 Multi Shot Strobe Willow W/ Golden Tail
100 Z Shape Colorful Crossette
100 Z Shape Colorful Glittering Stars
100 Z Shape Crackling Flowers Bouquet To Red, White & Blue Tail Titanium Salute
100 Z Shape Green Strobe W/Purple Tail
100 Z Shape Red Mine W/ Blue Tails To Horse Tail Shape Brocade Crown
114 V Shape Blue Dahlia W/ Silver Glittering
114 V Shape Red Coconut Trees
140 Fan Shape 140 S Fan 3 Base Thunder Storm Sound Mine Red, Blue To Sound Pearl
150 Multi Shot Red & Blue Chrysanthemum With Silver Tail
150 Z Shape Brocade Crown
156 V Shape Color Magic Balls (Red, Lime Green, Blue, Yellow, Purple, Orange, Violet)
165 8 Shaped Red & Blue Comet To Chrysanthemum
180 W Shape 180 Shot Blue Coconut Outside Red Strobe Middle
600 Multi Shot Colorful Bees

Comet/Mine Slices

10 Point Fan Shape Blue Palm & Red Palm W/ Silver Tail
10 Point Fan Shape Silver Whirling Flower
10 Point Fan Shape Blue Tail To Blue and Silver Fish
10 Point Zipper Golden Kamuro W/Blue Tail
10 Point Zipper Shape Red, White & Blue Crossette
10 Point Zipper Silver Tail Candle
12 Point Fan Strobe Crown Mine
20 Point Z Shape Red/White/Blue/Salute

Single Shot Mines

3" Red Crossette Mine
3" Blue Crossette Mine
3" Blue Mine
3" Colors W/Tessellate Mine
3" Crackling Chrysanthemum Mine
3" Glittering Crossette Mine
3" Glittering Silver Willow Mine
3" Red Mine
3" Silver Crossette Mine
3" Variegated Mine
3" Whistling Mine
3" White Strobe Mine

Exhibit "A"

2019 July 4th Fireworks Crew Schedule

July 4th Daily Fireworks Crew Schedule

Crew	Date	Time	Activity
Equipment	3-Jul	15:00	Arrive at site
		16:00	Complete site walk through
Equipment	4-Jul	7:00	Arrive at Site
		11:00	Mortar Set-up Complete
		22:30	Breakdown Equipment
		23:30	Site Clean-up Complete
Pyrotechic	4-Jul	10:00	Arrive at Site
		10:30	Initial Product Sort
		11:00	Begin Loading
		15:00	Mid-day electronic Check
		19:00	Final electronic Check
		19:30	Final prep for show launch
		21:15	Show
		22:00	Post Show Check

Exhibit "A"



www.MagicInTheSky.com

Cheryl Kaufman
Purchasing Supervisor
City of Round Rock

Ms. Kaufman,

Magic in the Sky is pleased to offer the following best and final offer to the City of Round Rock for the 2019 fireworks season.

		<u>Show</u> <u>Level III</u>	<u>Two</u> <u>Level III</u>
Time		20 minutes	20 minutes each
Total Bid		\$ 25,000.00	\$ 22,250.00 each
		<u>Quantity</u>	<u>Quantity</u>
Product	Shots		
Finale Cakes	49	7	7
150 Shot Cakes	150	8	8
3" Shells	1	420	420
4" Shells	1	180	180
5" Shells	1	168	168
6" Shells	1	117	117
Total Shots		2,428	2,428
Average Shot per second		2.0	2.0

If you have questions, please contact me directly on my cell phone 210-831-4752.

Sincerely,

Jacob J. Dell
President

San Antonio (Home) Office:
26926 Hardy Run
Boerne, TX 78015
Office: 210-267-5371
Fax: 210-247-6182

Exhibit "A"

City of Round Rock
Fireworks Display Services
IFB No. 19-004
Class/Item: 962-36
November 2018

ATTACHMENT A
PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE 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 in connection with the submitted response. Failure to sign the Execution of Proposal or signing it 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): Magic in the Sky, LLC

SIGNATURE (IN INK): Jacob J Dell

NAME (TYPED/PRINTED): Jacob J Dell

TITLE: President DATE: 11/7/19

STREET: 26926 Hardy Run

CITY/STATE/ZIP: Boerne, TX 78015

TELEPHONE AND FAX/CELL NO.: 210 267 5371 / 210 247 6182

E-MAIL ADDRESS: Jacob@Magicinthesky.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 26-0593236

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. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at:

<https://www.roundrocktexas.gov/departments/purchasing/>

Exhibit "A"



www.MagicInTheSky.com

References for Magic in the Sky Displays:

Ben McTyre
Six Flags Fiesta Texas
Summers Since 2005
bmctyre@sftp.com
17000 IH10 West San Antonio, TX 78257
210-697-5482

Christina Julius
Busch Gardens Tampa
Summer Nights Since 2013
10165 N McKinley Dr, Tampa, Florida 33612
Robbi.Lepre@buschgardens.com
561-758-6209

Bill Drain
City of San Antonio July 4th and New Year's Eve since 2014
bdrain@satx.rr.com
400 N St Mary's St #101, San Antonio, TX 78205
210-849-4242

Scott Bradley
City of Laporte
July 4th since 2010
BradleyS@laportetx.gov
604 W. Fairmont Parkway; La Porte, Texas 77571
281-470-5141

Hema Viswanathan
City of San Antonio Diwali
First Saturday in November since 2012
hemavish@gmail.com
210-274-8450

San Antonio (Home) Office:
26926 Hardy Run
Boerne, TX 78015
Office: 210-267-5371
Fax: 210-247-6182

Houston Office:
14418 Country Haven Ct
Houston, TX 77044
Office: 281-352-7843

Exhibit "A"



ADDENDUM
CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 19-004

Addendum No: 1

Date of Addendum: 11/28/18

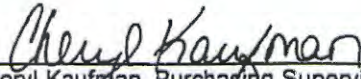
This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Add Contact:** The Authorized Contact for contractual and technical issues has been changed to the following:

Authorized Contact: Cheryl Kaufman
Purchasing Supervisor
512-416-5417
ckaufman@roundrocktexas.gov

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

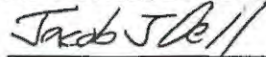
APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-416-5417

November 28, 2018

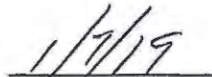
By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:



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.

Exhibit "A"



ADDENDUM
CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 19-004

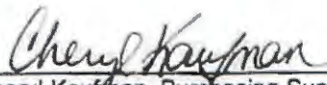
Addendum No: 2

Date of Addendum: 12/6/18

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

- I. **Extension:** The proposal due date is hereby extended until Tuesday, December 18, 2018, at 3:00 PM CST.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

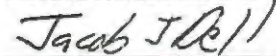
APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5417

December 6, 2018

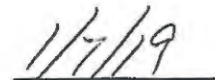
By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:



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.

Exhibit "A"



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: RFP 19-004

Addendum No: 3

Date of Addendum: 12/13/18

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

I. Clarifications or Changes:

- A. Insurance requirements under Part II- Definitions, Standard Terms, and Conditions, referencing the City's "Standard Insurance Requirements," section 1.3.5 shall now read as follows:
- 1.3.5 Policies shall include, but not be limited to, the following minimum limits:
- 1.3.5.1. Minimum Bodily Injury Limits of \$1,000,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$1,000,000.00 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 \$1,000,000.00 each person, and \$1,000,000.00 for each occurrence, and Property Damage Minimum limits of \$1,000,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$1,000,000.00 Employers Liability Insurance.
- B. With regards to Part IV in the Scope of Work, Item 3. Service Requirements has been modified and shall now read as follows:
- Primary Location:**
City of Round Rock
Old Settlers Park
3300 Palm Valley Blvd.
Round Rock, TX 78665
- Secondary (provisional) Location:**
City of Round Rock
PARD Yard
300 S. Burnet St.
Round Rock, TX 78664
- C. Please note the sites included on page 10 of the solicitation pdf are representative of the available firing sites. The smaller water cake sites are not a requirement as the overall presentation will be evaluated.


II. Questions:

- Q1: May we use 1.3G and/or 1.4G shells in our presentation?
- A1: Yes, given that this is a request for proposal we will evaluate your best presentation provided it still meets the requirements of working within the constraints of the appropriate radii.
- Q2: Is a DVD required with submission?
- A2: Absolutely, this is going to support your point allotment under "Respondent's Solution, Approach, and Timeline"
- Q3: When do you expect the first show to occur?
- A3: July 4, 2019.

Exhibit "A"

- III. **Extension:** The proposal due date is hereby extended until Wednesday, January 9, 2019 at 3:00 PM CST.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Procurement Supervisor
Purchasing Office, 562-218-5417

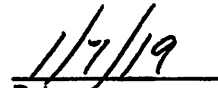
12/13/18

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

ACKNOWLEDGED BY:


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.

Exhibit "A"

1. In Part III, Item 2.3 the solicitation states the following:

"The Respondent shall include in the proposal a list all litigation the company or its principals have been involved in within the last three (3) years."

I did not see evidence of your proposal addressing this. Can you please provide me with the required list.

Jacob J Dell is plaintiff in trademark complaint against Sky Magic Pyrotechnics of Indiana.

2. Under Part V, Item F. the City requested that you provide resumes for all key persons. We did not see the resumes in your proposal as requested.

Please send me the resumes for all key personnel.

Please see attached.

3. Please confirm that you have no exceptions to the City's terms and conditions.

I confirm we have no exceptions to the City's terms and conditions other than we do not plan to shoot nauticals from the remote sites as proposed.

Please return these items to me by COB on Monday, January 14, 2019. Thank you so much for your help!

Kindest Regards,

Cheryl Kaufman

Purchasing Supervisor

City of Round Rock

ckaufman@roundrocktexas.gov

512-218-5417



Exhibit "A"



PRODUCTION SCHEDULE AND STAFF QUALIFICATIONS

Name	Title	Texas Licenses	States Operated In	Years of Experience	Shows Shot
Jacob J Dell	President	FPO, SEO, FEO	FL, IN, LA, MI, ND, NE, NJ, NM, OK, SD, TX, VA, WI, WY	19	1,400
Terry Stoll	Manager of Operations	FPO, SEO	IN, OH, MI, MO, FL, TX	21	800
Ronald Derrick	Lead Pyrotech	FPO, SEO, FEO	TX	24	350
Josh Villanueva	Lead Pyrotech	FPO, SEO, FEO	FL, TX, VA	11	600
Ryan Gardner	Lead Pyrotech	FPO, SEO	FL, TX	10	150
Donald Dell	Director of Marketing	FPO	ND, NE, SD, TX	16	100
Roy Frias	Lead Pyrotech	FPO	FL, TX	9	100
Javier Salazar	Assistant Pyrotech		FL, TX	8	450
Justin Guerrero	Assistant Pyrotech		TX	4	45
Robert Watson	Assistant Pyrotech		TX	4	45
William Arnold	Assistant Pyrotech		TX	3	20

Magic in the Sky engages in five days of pyrotechnic training annually to ensure our team members are updated on changes to the NFPA and IFC as well as best practices on FireOne UltraFire and NFA safety protocols. All Fireworks are AFSL certified.