

REQUEST FOR PROPOSAL INSTRUCTIONS/TERMS OF CONTRACT SPECIFICATIONS FOR

RFP #153

EVENT PRODUCTION FOR SPECIAL EVENTS THE CITY OF COPPELL SPECIFICATIONS

 \mathbf{AT}

THE CITY OF COPPELL

TOWN CENTER

PURCHASING DEPARTMENT

OPENING DATE: MONDAY, FEBRUARY 19, 2018, 10:00 A.M.



REQUEST FOR PROPOSAL

The enclosed *Request for Proposal* and *Specifications* are for your convenience in submitting the proposals to the City of Coppell. Sealed proposals shall be received no later than: MONDAY, FEBRUARY 19, 2018, 10:00 A.M., Central Time.

Please reference "**RFP** #153" in all correspondence pertaining to this bid and <u>affix this number to outside</u> front of bid envelope for identification. All bids shall be to the attention of the Purchasing Department.

The City of Coppell appreciates your time and effort in preparing a proposal. Please note that all **proposals must be received at the designated location by the deadline shown**. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the Office of the Purchasing Manager, 255 Parkway Boulevard, Coppell, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a "NO BID" response (same time/location). The City of Coppell is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Request For Proposals, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

Awards should be made approximately three weeks following the bid opening date. To obtain results, or if you have any questions, please contact the Purchasing Department at 972-304-3698.



REQUEST FOR PROPOSAL

INSTRUCTIONS/TERMS OF CONTRACT

RFP NO. 153

By order of the City Council of the City of Coppell, Texas, sealed proposals will be received for:

EVENT PRODUCTION FOR SPECIAL EVENTS

TO PROVIDE for an initial contract term of one year with additional annual renewals, or a combination of a multi-year initial term and renewals for a combined duration of up to five (5) years, commencing within thirty (30) days approximately after the date of the award. The City of Coppell, reserves the right to extend this contract, as it deems to be in the best interest of the city.

IT IS UNDERSTOOD that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

Each bid shall be placed in a separate sealed envelope, **signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below. **FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED!**

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted no later than 10:00 A.M., MONDAY, FEBRUARY 19, 2018, to the address below:

City of Coppell
Purchasing Department
255 Parkway Blvd.
Coppell, Texas 75019

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Vivyon V. Bowman, ADA Coordinator or other designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

City of Coppell RFP #153

EVENT PRODUCTION FOR SPECIAL EVENTS

Closing Date/Time: Monday, February 19, 2018 @ 10:00 A.M. (Central Time)

Solicitation Schedule	Dates
RFP Issued	Friday, February 2, 2018
Pre-Proposal Meeting @ City Hall	Tuesday, February 13, 2018, 10:00 A.M.
Final Posting of Responses to Questions Received	Friday, February 16, 2018, 5:00 P.M.
or Addenda issued	
Sealed Proposals Due to the City	Monday, February 19, 2018, 10:00 A.M.
Contract Award/Proposed Council Approval	To Be Determined

The dates BEFORE bid opening are firm unless changed through an Addendum. Dates after bid opening are proposed dates and the City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on Bidsync.com.

All times and dates are Central Standard Time.

Vendor Inquiries

The final posting of responses to questions related to this RFP submitted in writing to the Purchasing Department, or via www.bidsync.com, will occur no later than 5:00 P.M., Friday, February 16, 2018.

Contact with any personnel of the City, other than the Purchasing staff or via Bidsync, regarding this Request for Proposal may be grounds for elimination from the selection process.

ANY QUESTIONS concerning this Request for Proposal and Specifications can be directed to the Purchasing Department at 972-304-3643.

FUNDING: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Coppell Purchasing Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

SALES TAX: The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City reserves the right to award any combination of the three sections as is deemed in the best interest of the City. The City also reserves the right to not award one or none of the sections.

CONTRACT: This bid, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

IF DURING THE life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

A PRICE redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the City.

DELIVERY: All delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Coppell not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

ETHICS: The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Request for Proposal will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections or changes to this **Request for Proposal** and **Specifications** will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Bidders shall acknowledge receipt of all addenda.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and engineering practice. All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

- 1. Have adequate financial resources, or the ability to obtain such resources as required;
- 2. be able to comply with the required or proposed delivery schedule;
- 3. have a satisfactory record of performance;
- 4. have a satisfactory record of integrity and ethics;
- 5. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

REFERENCES: The City requests Bidder to supply, with this Request for Proposal, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the City of Coppell as an additional insured on the required coverage.

WAGES: Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

TERMINATION FOR DEFAULT: The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

- 1. Meet schedules;
- 2. defaults in the payment of any fees; or
- 3. otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

- 1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
- 2. the City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Purchasing Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

PURCHASE ORDER: A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

INVOICES shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019.

PAYMENT will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) day.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Coppell.

WARRANTY: Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

ASSIGNMENT: The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

SPECIFICATIONS and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

BID NOTIFICATION: City of Coppell utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the City. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES: Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The City also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

ANY QUESTIONS concerning this Request for Proposal and Specifications should be directed to the Purchasing Department at 972-304-3643.

COOPERATIVE PURCHASING

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Coppell and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UT THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?			
YES	NO		

CERTIFICATIONS AND REPRESENTATIONS

M/WBE STATUS	
IS CERTIFIED AS A	:
(CHECK ONE, IF APPLICABLE)	
DISADVANTAGED BUSINESS ENTERPRISE	_
MINORITY-OWNED BUSINESS ENTERPRISE	_
WOMEN-OWNED BUSINESS ENTERPRISE	
PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OF QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY THIS BID/PROPOSAL.	
* * * * * NOTE * * * *	
THIS DATA IS REQUESTED FOR <u>INFORMATIONAL PURPOSES ONLY</u> AND WILL AFFECT THE PROPOSAL AWARD.	NOT
(SUBMISSION OF THIS INFORMATION <u>IS NOT</u> A REQUIREMENT.)	

IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The form may be obtained and completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

*Please note that this form only has to be completed once the contract is awarded and before contract is executed.

Standard Insurance Requirements

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

Type of Insurance	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

ADDITIONAL INSURED

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.



RFP #153 EVENT PRODUCTION FOR SPECIAL EVENTS (SPECIFICATIONS)

TWO (2) PAPER COPIES AND ONE (1) DIGITAL COPY ON DIGITAL MEDIA MUST BE RETURNED TO THE PURCHASING DEPARTMENT NO LATER THAN 10:00 A.M. CENTRAL TIME, MONDAY, FEBRUARY 19, 2018. THE MEDIA MUST BE INCLUDED WITH THE PROPOSAL PACKET.

1. SCOPE

The City of Coppell, TX (CoC) is seeking an event production manager, or company, to assist in the implementation of its upcoming annual special events. The City seeks to contract with a qualified vendor with experience and contacts that can oversee the successful production of outdoor community events. The scope of services will include booking, managing, and staging the event with a creative, progressive, and partnership-style approach.

2. PLANNED EVENTS

CELEBRATE COPPELL: PARTY IN THE PARK SATURDAY, JUNE 30, 2018, 5:00-11:00 PM

Celebrate Coppell is an early Independence Day celebration featuring a twentyfour (24) minute ground-launched fireworks show that is choreographed to music. There is a focus on live musical entertainment, entertainment appealing to children and families, food, and drinks at Andrew Brown Park East.

Main Stage: Musical entertainment playing during the event, short intermissions for announcements. Approximately three (3) performers, one (1) headline concert at the end of the evening.

KALEIDOSCOPE: A CELEBRATION OF CULTURES SATURDAY, OCTOBER 20, 2018, 5:00-9:00 PM

This will be the 2nd anniversary for Kaleidoscope: A Celebration of Cultures. The event focuses on the cultural diversity of the community through music, dance, art, food and more in hopes of bringing the community together. It is a festival of light, sound, and color! A short fireworks show concludes the night's events at Andrew Brown Park East.

Main Stage: Multiple cultural performances during the event, with announcements all evening, between acts.

3. RESPONDENT QUALIFICATIONS

The respondent shall:

- 3.1. Be a company or an individual engaged, or whose partners or participants or both are engaged, in the business of providing event production management services and coordination of services for a minimum of three years.
- 3.2. Have completed a minimum of three projects of similar scope and size within the past three years which exhibit a thorough understanding of event requirements and coordination.
- 3.3. CoC reserves the right to request a copy of the respondent's audited or unaudited financial statements.

4. RESPONDENT REFERENCES

The respondent should submit a minimum of three references to substantiate the qualifications and experience requirements for similar services within the last three years. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number and dates services were performed. The response may be disqualified if CoC is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if CoC receives negative responses. CoC will be the sole judge of references.

5. VENDOR REQUIREMENTS

The vendor shall:

- 5.1. Adhere to the CoC Terms and Conditions identified on the solicitation.
- 5.2. Provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the purchase order.
- 5.3. Provide a primary point of contact.
- 5.4. Conduct themselves in a professional and ethical manner at all times.
- 5.5. ADDITIONAL PERSONNEL: The vendor shall designate additional personnel based on the vendor's proposed work plan. CoC reserves the right to request proof of qualifications.

6. VENDOR EVENT PRODUCTION SERVICE REQUIREMENTS

The vendor will be responsible for a range of services as outlined below:

6.1. EVENT MANAGEMENT ABILITIES

- 6.1.1 Participate in regular meetings as mutually determined, and communicate frequently with the City's special events team, to make decisions regarding event talent, and other production aspects and services. The City must approve all entertainment and vendor services prior to any contractual agreements and reserves the right to accept or reject said services as deemed in the best interest of the City.
- 6.1.2 Work with City staff to finalize a budget for resource allocation and production of the events; and have the ability to stay within that budget. Adjustments can be made only with prior approval of authorized City staff.
- 6.1.3 Provide appropriate staffing for the duration of the project, from planning stages to the day of the event. Responsiveness and quality customer service are a top priority.

6.2. TALENT BUYING AND RELATED ARTIST SERVICES

- 6.2.1 Suggest major headliner and opening acts for the City's 2018 Celebrate Coppell: Party in the Park event, based upon talent availability, pricing, and fit for the planned event.
- 6.2.2 Select and secure appropriate talent based on designated budget and approval from City. Provide signed contract to the City once contract has been negotiated.
- 6.2.3 Secure appropriate permission for use of music clips, logos and promotional photos of selected acts; and provide the actual materials to City in a timely manner for marketing of the event.
- 6.2.4 Make necessary arrangements to meet contractual requirements of artists from greenroom and technical needs to financial reconciliation.

6.3. TECHNICAL PRODUCTION SERVICES

Perform all tasks, coordinate all logistical details, and arrange services necessary for the technical production of the City's events Celebrate Coppell and Kaleidoscope, including but not limited to:

- 6.3.1 The securing of required services including staging and backstage needs, stage security, lighting, sound systems, electric service (generators) and hookups, and other desired audio/visual needs.
 - Staging needs tentatively include 1) a main stage of thirty-two feet by twenty-four feet (32'x 24'), with a rooftop and a loading dock/front of house riser off the side of the stage; and a video screen with video production rack and a 2) side stage of twenty feet by twenty-four feet (20' x 24') with a rooftop.
- 6.3.2 Secure additional vendors as needed for items such as tents, event transportation, concessions, and décor.
- 6.3.3 Setup, breakdown, and cleanup arrangements, including but not limited to site preparation; stage, lighting, and sound system; and backstage needs. The City shall coordinate the provision of City services such as police (traffic) and paramedic services, and other equipment and resources providing availability.
- 6.3.4 Provide day of event production management services, including operational plan for staffing, stage and site security, and entertainment show flow.

6.4. OTHER SERVICES

Please address other event-related services that your organization could supply, and include details regarding level of service and involvement. These items may be awarded separately from above items. Examples include, but are not limited to: festival management and reconciliation; beverage and bar operations (with TABC certified staff); catering, food tents and/or booth coordination and setup; trash pickup/porter services; securing and placement of portable restroom facilities, signage, temporary fencing and barricades; and other day-of-event services such as parking and vendor coordination in regards to rides, games, and other City-booked vendors, including load-in and load-out instructions prior to the event and communication day of event.

7. VENDOR DELIVERABLES

The vendor shall submit:

- 7.1. PROJECT WORK PLANS: Detailed project schedules and work plans for all project tasks. The vendor shall monitor and update the project schedule and work plan, revising as appropriate, with approval from CoC. The plan shall include, but not be limited to, the following:
 - 7.1.2. A logical sequence of tasks included in each project period.
 - 7.1.3. A clear definition of each task.
 - 7.1.4. Staff requirements for each task.
 - 7.1.5. A specific target completion date for each task.
 - 7.1.6. Task relationships and dependencies.

8. VENDOR PERFORMANCE

Vendor performance will be monitored on a regular basis by CoC.

- 8.1. An unsatisfactory performance determination includes, but is not limited to:
 - 8.1.1. Failure to furnish deliverables within agreed upon timeframes according to project schedule.
 - 8.1.2. Repeated tardiness of vendor when facilitating meetings, trainings and engagement encounters.

NOTE: Unsatisfactory performance may result in a negative vendor performance report, or termination of the purchase order or both.

- 8.2. An exceptional performance determination includes, but is not limited to:
 - 8.2.1. Deliverables made early upon CoC member request.
 - 8.2.2. Vendor approaches suggested and accepted at no additional cost to CoC.
 - 8.2.3. Vendor commended for exceptional customer service, exceptional service provided.
 - 8.2.4. Provided technical assistance when not required.

9. VENDOR PERSONNEL SAFETY

The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times.

10. WORK HOURS

Vendor employees shall adhere to an agreed upon work schedule. However, vendor employees shall be available to work on a modified work schedule during special conditions; possibly holidays or weekends, as requested by the designated CoC representative. CoC will pay for hours worked according to the specific time involved.

11. SUBCONTRACTING

- 11.1. Subcontractors providing service under the purchase order shall meet the same qualifications and service requirements and provide the same quality of service required of the vendor.
- 11.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
- 11.3. The vendor shall be the only contact for CoC and subcontractor(s).
- 11.4. The vendor shall manage all quality and performance, project management, and schedules for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
- 11.5. CoC retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
- 11.6. CoC reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by CoC.
- 11.7. Subcontracting shall be at the vendor's expense.
- 11.8. During the term of the purchase order, if the vendor determines a need for a subcontractor change, CoC shall be notified in writing by the vendor within 30 calendar days of any proposed change. The vendor shall be required to provide references and work history for any proposed subcontractor to CoC. No change will be allowed without written authorization by CoC.

12. TRAVEL

All travel and per diem shall be included in the unit price.

13. CONFLICT OF INTEREST

The vendor, vendor's personnel, and vendor's subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor's obligations regarding services authorized.

14. RESPONSE SUBMISSION

- 14.1. GENERAL FORMAT: The respondent shall submit one (1) signed and dated original (marked Original), one (1) copy of the original and should submit one original on flash drive.
- 14.2. ORIGINAL RESPONSE: Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration. The response submission shall be submitted in the following format:
 - 14.2.1. Section 1 Pricing

If addendums are generated as part of this solicitation, include the original signed and dated addendum(s) in Section 1.

- 14.2.2. Section 2 Original, signed and dated Execution of Proposal
- 14.2.3. Section 3 Respondent Qualifications and Experience: The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience to include:
 - 14.2.3.1. Name, address, phone number and email address of the person CoC should contact with any questions regarding the response submission.
 - 14.2.3.2. A brief description of related or similar services performed within the last three years.
 - 14.2.3.3. Managing related or similar services of comparable size and scope to the services within the solicitation.

- 14.2.4. Section 4 Key Personnel Qualifications and References: The respondent shall provide resumes or brief profiles and references. References shall substantiate the number of years of required experience of the individuals, including any subcontractors, who will be part of the respondent's personnel providing the service.
- 14.2.5. Section 5 Demonstration of Capability: The respondent's approach and ability to meet the service requirements as specified in the solicitation shall be demonstrated. The response should be specific and address all requirements described in the solicitation.
 - 14.2.5.1. Sample Work Plan.
 - 14.2.5.2. Sample Project Schedule.

15. RESPONSE EVALUATION

- 15.1. STEP 1 REVIEW OF RESPONSES BY PURCHASING: Only a complete response with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.
- 15.2. STEP 2 INITIAL EVALUATION: A CoC evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy CoC requirements. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

1.	Qualifications and Past Performance	40%
2.	Proposed Plan	20%
3.	Costs	40%
	Total	100%

- 15.3. STEP 3 –ORAL PRESENTATION: CoC may request that selected respondents, including key personnel participate in oral presentation.
 - 15.3.1. The CoC evaluation committee will evaluate and score each oral presentation. All responses will be evaluated according to the respondent's ability to best satisfy CoC requirements.
 - 15.3.2. Respondent and proposed key personnel should be prepared to address any questions that may be asked by CoC evaluators.
 - 15.3.3. CoC reserves the right to continue discussions with selected respondent(s).

- 15.4. NEGOTIATIONS: Upon completion of oral presentation evaluation scoring, CoC reserves the right to enter into negotiations with one or more selected respondents.
- 15.5. STEP 4 BEST AND FINAL OFFER (BAFO): CoC reserves the right to request a BAFO from selected respondent(s).
 - 15.5.1. The respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. CoC will make the final determination on the best value.
 - 15.5.2. CoC may award the purchase order for the service without requesting a BAFO.

16. AWARD

CoC reserves the right to award a purchase order(s) to the company that provides the best value to CoC in performance of this service. CoC may award to a single vendor, multiple vendors, or use any combination that best serves the interest of CoC.

- 16.1. BEST VALUE: CoC will be the sole judge of best value. Best value criteria may include, but are not limited to:
 - 16.1.1. Best meets the goals and objectives of the solicitation as stated in the Service Requirements.
 - 16.1.2. Effect of the proposed solution on CoC productivity.
 - 16.1.3. Experience in successfully providing services in the solicitation.

17. POST AWARD MEETING

Vendor may be requested to attend a post award meeting within seven calendar days after the award of the purchase order. Vendor and CoC shall identify specific goals, strategies and activities planned for meeting particular program area objectives.