



REQUEST FOR PROPOSAL

SOUND, LIGHTING, AND STAGE FOR SPECIAL EVENTS

RFP # RFP-2024-03

City of Sanger, Texas
502 Elm Street
P O Box 1729
Sanger TX 76266

**CITY OF SANGER, TEXAS REQUEST FOR PROPOSAL (RFP) FOR
SOUND EQUIPMENT, LIGHTING, AND LARGE COVERED STAGE
FOR SPECIAL EVENTS**

NOTICE TO RESPONDERS:

The City of Sanger is issuing a Request for Proposals (RFP-2024-03) seeking proposals from vendors interested in providing a 24' Covered Stage, Lights, Sound, and Back-line Drum Kit for City-sponsored events. The vendor that is selected shall be responsible for providing the necessary personnel for supplying all equipment for the event and the necessary personnel for the set-up, maintenance and tear down of the equipment. The RFP documents related to this notice will be listed on and available for download from the City's website: www.sangertexas.org, under Administration/Public Notices. **IMPORTANT: All interested parties should provide an email address to receive addendums to the Director of Marketing, Donna Green, at dgreen@sangertexas.org**

Proposals marked **RFP: SOUND, LIGHTING, AND STAGE** are to be submitted to:

Donna Green
City of Sanger, Director of Marketing
502 Elm Street, PO Box 1729
Sanger, TX 76266
(469) 559-5876

REQUEST FOR PROPOSAL DEADLINE: 12:00 PM, TUESDAY, NOVEMBER 5, 2024

All proposals received will be reviewed by City Staff. Opening date: Tuesday, November 5th, 2024, at 2:00 P.M. The Staff's recommendation will be presented to the Sanger City Council for final approval.

Proposals should be clearly marked, "RFP: SOUND, LIGHTING, AND STAGE." Any proposal received later than the specified time, whether delivered in person or by postal mail shall be disqualified. Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before the deadline.

The City of Sanger reserves the right to withdraw this REQUEST FOR PROPOSAL or to accept or reject any proposal submitted for any reason.

The City may amend any aspect of this REQUEST FOR PROPOSAL by issuing a formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Bidders that have requested a bid packet or expressed interest in the project to the City. Failure of any potential Bidders to receive any Addendum shall not impose any obligation or liability on the City.

PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Sanger (the "City") is issuing this Request for Proposals (this "RFP") seeking proposals ("Proposals") from qualified firms or agencies ("Vendors") interested in providing sound equipment for special events, as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference.

In accordance with the City's Procurement Policies, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Term. The terms and conditions of the agreement resulting from this RFP with the successful respondent shall remain in effect for one (1) year, commencing on January 1, 2025. The City shall have the sole option to renew the agreement annually for up to a maximum of four (4) additional one (1) year periods.

Agreement renewals shall be at the discretion of the City and will not be a right of the successful respondent. Ninety (90) days prior to the expiration date of the contract, the contractor will submit to the City a price schedule for renewal of the agreement, not exceeding a 4% increase, that will then be reviewed for approval. If approved, the City Manager will provide written notification of a continuation to the successful respondent.

1.3 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-Responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience, or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor's Proposal contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit one (1) original and two (2) copies (three total submittals) of the Proposal.

C. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal, and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be a good cause for withdrawal after the Proposal's Due Date and Time.

D. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, RFP-2024-03, Sound Equipment and Large Stage for Special Events, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

E. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B.

F. Address. All Proposals shall be directed to the following address: City of Sanger, ATT: Donna Green, 502 Elm Street, PO Box 1729, Sanger, TX 76266, or hand-delivered to City Hall by the Proposal Due Date and Time indicated on the cover page of this RFP.

G. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 90 days after the Proposal Due Date and Time indicated on the cover

H. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal. Facsimile, electronic (e-mail), or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended, or withdrawn after the specified Proposal Due Date and Time.

1.4 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.5 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. In the event the City offices are closed on the Final Date for Inquiries, the Vendor may submit the question(s) to the RFP Administrator via e-mail. Any correspondence related to the RFP shall refer to the title and number, page, and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. Inquiries Answered. **Verbal or telephone inquiries directed to City staff will not be answered. Only inquiries directed to City staff via e-mail will be answered.** Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received via e-mail will be e-mailed to all parties who obtained an RFP package from the City and who legibly provided an e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

1.6 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be available at:

City of Sanger City Hall
502 Elm Street, PO Box 1729, Sanger, TX 76266
City of Sanger website: www.sangertexas.org

1.7 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification, in accordance with the City's Procurement Code.

1.8 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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, officer, or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Part I, Subsection 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations, including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.9 Award of Agreement.

A. Selection.

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ.

The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line-Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof, and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.10 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in this RFP and the Vendor's responsive Proposal unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed and the City has approved a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. The selection committee will review each submittal for compliance with the Proposal requirements.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format outlined below. Offerors must submit one clearly marked original and two (2) additional copies (for a total of three (3) submitted), each proposal containing the following items. Failure to conform to the designated format, standards, and minimum requirements shall result in a determination that the Proposal is non-responsive.

The Selection Committee will evaluate and award points to each Proposal based on the evaluation criteria as outlined in this document. The points listed below are the maximum number of points possible for each criterion; there is no minimum number that the Selection Committee must award.

- A. Table of Contents
- B. Proposed Plan for Project Including Content and Scope – 35 pts.
- C. Company Background and Consultant Qualifications – 10 pts.
 - Briefly describe your company's history, number of employees, and years in existence.
 - What is the team's current caseload?
 - What size clients does your company generally support?
- D. Offeror's References - 5 pts.

Experience with public sector agencies is necessary. Provide the names of three (3) clients for whom your company has provided similar services. Include the name of the client's company/agency, the name of a contact person, and their phone number.

These references will be checked, and it is the Vendor's responsibility to ensure that all information is accurate and current. The vendor authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. The City's inability to verify references shall result in the Proposal being considered non-responsive.

- E. Understanding of the Task at Hand
- F. Your Company – 25 pts.
 - Describe what makes your company uniquely qualified to provide services to the City.
 - Describe your experience working specifically with municipalities.
 - Please provide an overview of your services.
 - Will you have a process in place for ensuring completion of the project in a timely, accurate, and inclusive manner? Please describe.
- G. Expertise – 25 pts.

- What familiarity and experience do you have in the completion of the goals within our study?
- Are you able to provide stage hands for load-in and load-out for musicians?
- What plans do you have to obtain City employee input and involvement in the process?
- What kind of creative processes will you implement to achieve success that sets you apart from your competitors?
- What types of novel technologies and other electronic tools will be utilized in maintaining all programs?

H. Special Services – 5 pts.

- Describe any additional services offered that may be of interest.

I. Pricing – 30 pts.

Provide a detailed cost estimate for completing the comparable services outlined in the Scope of Work in this RFP and a summary of benefits. The cost estimate should be provided in the format set forth in Exhibit C of the Professional Services Agreement.

Total Possible Points for Proposal: 100

PART 3. RFP PROCESS; INSURANCE REQUIREMENTS

3.1 Workers' Compensation and Employers' Liability:

- (1) State of Texas: \$1,000,000 Each Accident
- (2) Employer's Liability: \$100,000 Each Accident
- (3) \$500,000 Disease - Policy Limit
- (4) \$100,000 Disease - Each Employee
- (5) Waiver of Subrogation

3.2 Commercial General Liability:

- (1) Bodily Injury & Property Damage
- (2) General Aggregate Limit: \$1,000,000
- (3) Personal & Advertising Injury Limit \$500,000
- (4) Each Occurrence Limit \$1,000,000
- (5) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in the Insurance Services Office (ISO) form CG0001.

3.3 Commercial Automobile Liability Limits:

- (1) Bodily Injury & Property Damage
 - (2) Combined Single Limit: \$1,000,000
 - (3) Medical Payments: \$ 5,000 Per Person
 - (4) Uninsured/Underinsured Motorist \$100,000
 - (5) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward **Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266.**
- a) If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured.
 - b) Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code 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. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for the creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.
 - c) **Conflict of Interest Questionnaire (Form CIQ): A person or business and their agents who seek to contract or enter into an agreement with the City are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City.**

For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.

- (1) Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member, a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
- (2) When: person or business must file:
 - (a) The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - (b) An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- (3) It does not matter if a bid or proposal submittal results in a contract. The statute requires a vendor to file a FORM CIQ when a proposal is submitted or negotiations commence.
- (4) Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person receives notice of a violation.

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

3. To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
4. To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.
5. That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail or United State Postal Service, express delivery, courier, or personal delivery to:

City of Sanger
Attn: Donna Green, Director of Marketing
502 Elm Street
Sanger, Texas 76266

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF SANGER

AND

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2024, between the City of Sanger, a Texas municipal corporation (the "City") and _____, (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, RFP-2024-03 "Sound, Lighting, and Stage, For Special Events" (the "RFP"), a copy of which is on file in the City's Secretary's Office and incorporated herein by reference, seeking proposals from vendors interested in providing sound, lighting, and stage equipment for City-sponsored events (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for one year (the "Initial Term") unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Contractor an amount for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.
4. Payments. The City shall pay the Contractor monthly based on the work performed and completed to date and upon the submission and approval of invoices.
5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period

exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. **Inspection; Acceptance.** All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. **Licenses; Materials.** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. **Performance Warranty.** Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. **Insurance.**

11.1 **General.**

A. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. **No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. **Additional Insured.** All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.

E. **Primary Insurance.** Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance.

a. The Successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this REQUEST FOR PROPOSAL, at its own cost, the following minimum insurance coverage:

i. Workers' Compensation and Employers' Liability:

- i) State of Texas: \$1,000,000 Each Accident
- ii) Employer's Liability: \$100,000 Each Accident
- iii) \$500,000 Disease – Policy Limit
- iv) \$100,000 Disease – Each Employee
- v) Waiver of Subrogation

ii. Commercial General Liability

- i) Bodily Injury & Property Damage
- ii) General Aggregate Limit: \$1,000,000
- iii) Personal & Advertising Injury Limit: \$500,000
- iv) Each Occurrence Limit \$1,000,000
- v) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in the Insurance Services Office (ISO) form CG0001.

iii. Commercial Automobile Liability Limits:

- i) Bodily Injury & Property Damage
- ii) Combined Single Limit: \$1,000,000
- iii) Medical Payments: \$5,000 Per Person
- iv) Uninsured/Underinsured Motorist \$100,000
- v) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266,

- b. If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured.
- c. Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code 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. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.

K. **Conflict of Interest Questionnaire (Form CIQ):** A person or business and their agents who seek to contract or enter into an agreement with the City are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.

- a. Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member, a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
- b. When: person or business must file:
 - i. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - ii. An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
 - iii. Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person receives notice of a violation.
 - iv. Compliance with HB 89: Consultant agrees per HB 89 Consultant shall not boycott Israel at any time while providing products or services to the City of Sanger.
 Yes, we agree No, we do not agree N/A
 - v. Compliance with SB 252: Consultant agrees per SB 252 that they shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.
 Yes, we agree No, we do not agree

L. Miscellaneous

- a. The City of Sanger has found that Consultant is the most qualified party to fulfill the requirements of the agreement. In addition, this is a contract for the purchase of personal and/or professional services and therefore is exempt from competitive bidding.
- b. Contractor agrees that all notices or communications to Sanger permitted or required under this Agreement shall be addressed to Sanger at the following address:

City Manager
City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Tx 76266

- c. The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.
- d. Consultant and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: 10/24/2024

CONTRACTOR Extreme Sound Production

BY:

Dale Gentry

Date: _____

CITY OF SANGER

BY:

Mayor/City Manager

APPROVED AS TO FORM:

City Attorney

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.

To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.

That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail or United States Postal Service, express delivery, courier, or personal delivery to:

City of Sanger
Attn: Donna Green, Director of Marketing
502 Elm Street
Sanger, Texas 76266

CITY OF SANGER
SOUND, LIGHTING, AND STAGE FOR SPECIAL EVENTS

SCOPE OF WORK

1. Introduction. The Contractor shall sound equipment at designated City-sponsored special events (the "Services") as more particularly set forth herein. The Services are required during weekends and holidays. The Contractor shall be responsible for supplying all equipment for the event and the necessary personnel for the set-up, maintenance, and tear-down of the equipment.

2. Special Events. Contractor shall provide the Services at the events and during the days and hours listed below (each a "Special Event or collectively, the Special Events"):

- i) Freedom Fest – This is the City of Sanger’s annual 4th of July Celebration. This event draws between 5000 – 7500 people. This is a one-day event that will feature a professional headliner contracted with a rider. Up to 4 staff members to assist with load-in/out of bands.
- ii) Old Bolivar Station Songwriter Festival – This is a newer event. It will be in its 3rd year in 2025. Currently, this is a one-day event. We aspire to make it a two-day event and possibly a 2 ½ day event. This event currently draws 2000 – 3000 people over the course of the day. The event features one outdoor covered stage and up to 4 small indoor/outdoor venues. For the large outdoor stage, full sound and lighting, a backline, and a covered stage will be needed. For the indoor venues, sound equipment for up to 4 players at one time (acoustic acts), microphones, and staff members to operate sound in each venue. Stagehand for load in on outdoor stage.
- iii) Christmas on the Square and Holiday Parade – This requires one covered stage with lights and sound plus an operator for all equipment+ load-in and out of bands.

Event	Frequency	Details	Notes
Freedom Fest	Yearly June 27, 2026 July 3, 2027 July 1, 2028 June 30, 2029	24' Mobile stage with a load-bearing roof + side wings Line array HDL 20 @) Pa flown with Meyers hp700 subs + Lights 12 led par downstage wash + 8 wash on upstage + light tech Generator 45kw for show date 2 - 4 Stage hands for load-in and out for bands Audio tech/light operator Backline - standard 5 pc drum kit (delivered/setup/pickup) * Subject to changed based on band rider. Installation of back, top and wing banners	Event runs from 5 - 10 PM. Stage set-up can be the night prior to the event or 6 AM day of event.

<p>Old Bolivar Station Songwriter Festival</p>	<p>Yearly October 5th, 2025 1st Sat. in October going forward.</p>	<p>24' Mobile stage with a load-bearing roof + side wings Line array HDL 20 @) Pa flown with Meyers hp700 subs + Lights 12 led par downstage wash + 8 wash on upstage + light tech Generator 45kw for show date 2 - 4 Stage hands for load-in and out for bands Audio tech/light operator Backline - standard 5 pc drum kit (delivered/setup/pickup) Min of 2 small sound systems (8CH mixer, 2 spk on stands, 4 mics + 4 DI, stands and cable pack) 3 Audio techs 1 stage hand 1 generator to run the main stage Installation of back, top, and wing banners</p>	<p>Event runs from 4 - 10 PM. Stage can be set up the night prior to the event or 6 AM day of event.</p>
<p>Christmas on the Square</p>	<p>December 7th, 2025 Yearly - 1st Saturday in December.</p>	<p>24' Mobile stage with a load-bearing roof + side wings Line array HDL 20 @) Pa flown with Meyers hp700 subs + Lights 12 led par downstage wash + 8 wash on upstage + light tech Audio tech/light operator Installation of back, top, and wing banners</p>	<p>Event runs from 12 – 9 PM</p>

3. **Changes, Additions, Deletions, Emergency Deployment.** The event dates above are subject to change. At the City's discretion, other events and/or locations may be added on an as-needed basis and Contractor shall provide the equipment and related services to the City at the pricing in the Fee Proposal, attached hereto as Exhibit C. Schedules of events occurring during Renewal Terms shall be posted in December of the immediate prior year.
4. **Personnel.** Contractor shall provide the necessary personnel for the set-up, maintenance and tear down of the stages and all equipment as provided in the Fee Proposal, attached hereto as **Exhibit C**.
5. **Equipment.** Contractor shall supply stages and sound equipment as provided in the Fee Proposal, attached hereto as **Exhibit C**.

EXHIBIT C

FEE PROPOSAL – SOUND, LIGHTING, AND STAGE + EQUIPMENT FOR SPECIAL EVENTS

PRICING SHEET

Description	Event Price	Add-on pricing per unit
Note: Price quoted shall be total for all days of event		
Freedom Fest Inclusive	7,900	This is as long as I can meet a ARTIST RIDER with what we have in our PROPOSAL of PA stage & lighting
Old Bolivar Station Songwriter Festival	7,000	
Christmas on the Square	7,000	
Misc. charges, please list:		

DECLARATION

Company Name: _____

Authorized Representative: Dale Simpson

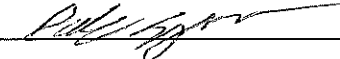
Title: OWNER of EXTREME SOUND PRODUCTION

Address: PO BOX 92 PARADISE TX 76073

Phone Number: 940 393 3113 Email Address: KIDJ1011stmail.com

Fax Number: _____ Website Address: _____

The undersigned proposer/offeror declares to have read and fully understand the request for proposal and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal as submitted is accepted, proposer/offeror will contract to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, profit, and taxes to complete the job to the City's satisfaction.

Signature of Authorized Representative: 

Date: 10-24-2024