

AN ORDINANCE 2013 - 10 - 03 - 0682

AUTHORIZING A THREE-YEAR AGREEMENT WITH UTP PRODUCTIONS, INC. FOR THEATRICAL PRODUCTION LABOR FOR THE CARVER COMMUNITY CULTURAL CENTER, WITH TWO ONE-YEAR RENEWAL OPTIONS, FOR A TOTAL COST, INCLUDING RENEWAL OPTIONS, OF AN AMOUNT NOT TO EXCEED \$100,000.00.

* * * * *

WHEREAS, a Request for Proposals was issued in July 2013 for firms to provide theatrical production labor for the Carver Community Cultural Center and one response was received from UTP Productions, Inc. (“UTP”); and

WHEREAS, on August 27, 2013, an evaluation committee convened to evaluate the responsiveness of UTP’s proposal based on the experience, background and qualifications of the prime firm and key personnel, and the merits of the proposed plan and based on that evaluation, the committee recommended award of the contract to UTP; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the three-year Agreement with UTP Productions, Inc. for theatrical production labor for the Carver Community Cultural Center, with two one-year renewal options, for a total cost, including renewal options, of an amount not to exceed \$100,000.00 are authorized and approved.

SECTION 2. The City Manager or her designee is authorized to execute the Agreement. A copy of the Agreement, previously executed by UTP, is attached to this Ordinance as Exhibit I.

SECTION 3. Funding up to the amount of \$25,000.00 for this Ordinance was authorized as part of the Fiscal Year 2014 Budget for Fund 11001000, Cost Center 8002750001 and General Ledger 5201040.

SECTION 4. Payment not to exceed the budgeted amount is authorized to UTP and shall be encumbered with a purchase order.

SECTION 5. Funding for future years is subject to annual budgetary appropriation by City Council.

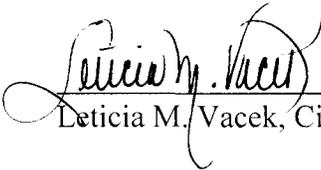
SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 3rd day of October, 2013.

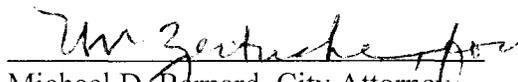

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney

Agenda Item:	15 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 18, 19)						
Date:	10/03/2013						
Time:	10:50:26 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a three-year Agreement with UTP Productions, Inc. for theatrical production labor for the Carver Community Cultural Center, with two one-year renewal options, for a total cost not to exceed \$100,000.00 for the full term on the Agreement. [Ed Belmares, Assistant City Manager; Michael Sawaya, Director, Convention & Sports Facilities]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit
I

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, pursuant to Ordinance No. 2013-__-__-_____ passed and approved on the _____ day of _____, 2013, and UTP Productions, Inc., a Utah corporation, by and through its President (hereinafter referred to as "Contractor"), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 "Contractor" is defined in the preamble of this Agreement and includes its successors.
- 1.3 "Director" shall mean the Director of City's Convention & Sports Facilities Department or his designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 15, 2013, and shall terminate on September 14, 2016.

2.2 Renewal Option. Provided that Contractor is not in default under this Agreement and no event has occurred which, with the passage of time, giving of notice or both would constitute a default hereunder, Contractor shall have the right to renew the terms and conditions hereof for two (2) two- (1) year periods upon the terms and conditions set forth in this Section 2.2, subject to the Director's consent based on his/her determination that the exercise of such renewal is in the best interest of the City evidenced by entering into such a written renewal agreement with Contractor. Such renewals shall not require further City Council approval, but are subject to annual City budgetary appropriation. In the event Contractor desires to so renew this Agreement, it shall do so by sending written notice of such desire to City on or before the date which is ninety (90) days before the date on which this Agreement is then scheduled to terminate.

2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Contractor shall provide the following temporary production labor services for the Carver Community Cultural Center in exchange for the compensation described in Article IV Compensation to Contractor:

3.1.1 Upon at least five (5) business days advance notice by City, Contractor shall provide the required type and number of qualified temporary labor to assist in facilitating the production of various events, including audio-visual, carpentry, electrical, theatrical

properties, rigging, sound, special effects, wardrobe, hair and makeup, pyrotechnics, unloading and loading of vehicles, and other services customarily associated with the Contractor.

3.1.2 As specifically requested by City, Contractor shall assign specific named employees, subject to employee availability and willingness to work.

3.1.3 Contractor shall supply highly skilled technicians with a minimum of ten (10) years of experience working with heavy lighting and sound equipment.

3.1.4 Contractor's employees shall provide all of their own tools, equipment and accessories necessary to perform their work.

3.1.5 Contractor's employees shall perform all work in a professional and workmanlike manner to the satisfaction of the City.

3.1.6 Contractor's employees shall conduct themselves in a professional and courteous manner at all times while in the performance of the work.

3.1.7 Contractor's employees shall present themselves in a clean, neat and professional manner at all times while in the performance of the work.

3.2 City shall:

3.2.1 have the right to make and post such reasonable rules and regulations as may be deemed necessary for the conduct and management of the performances and working conditions, and Contractor agrees that all its employees covered by this Agreement shall obey such rules and directions of any authorized representative of the City.

3.3 The general conditions governing the scope of services are as follows:

3.3.1 The minimum daily work call shall be no less than 5 consecutive hours. Performance calls and load-outs shall be billed at a minimum of 4 hours, unless such call is the only call for the day, in which case they shall be billed at a minimum of 5 hours.

3.3.2 Overtime rate of 1.5 times the base rate shall apply:

- a. after 8 hours on 1 work call;
- b. after 40 straight-time hours in 1 week;
- c. Saturday and Sunday; and
- d. New Year's Eve, Good Friday, Independence Day, Martin Luther King Day, Columbus Day, and Presidential Election Day

3.3.3 Overtime rate of 2 times the base rate shall apply:

- a. after 12 hours on 1 work call;
- b. after 8 hours on a Saturday or Sunday; and
- c. between midnight and 8:00 a.m., CT

3.4 All work performed by Contractor hereunder shall be performed to the satisfaction of the Director and in conformance with generally accepted industry standards and with Contractor's Proposal to City's RFP for Production Labor for the Carver Community Cultural Center attached hereto and incorporated herein at Exhibit A,. No work shall be undertaken and no expenditure made for reimbursement hereunder unless the concept and program have been approved in writing by the Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not performed in accordance with the terms of this Agreement. City shall have the right to terminate this Agreement, in

accordance with Article VII Termination, in whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any work not performed in accordance with the terms of this Agreement, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONTRACTOR

4.1 In consideration of Contractor's performance of all services and activities set forth in this Agreement in a satisfactory and efficient manner, as determined solely by Director, City agrees to pay Contractor an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) for the entire term and any renewal options. Such compensation shall be paid incrementally upon the submission by Contractor of dated invoices indicating work performed and completed in accordance with the following hourly rates:

Staff	Rate
Hair & Makeup – Full Day (10 Hours; Inclusive of all Equipment and Materials)	\$80.30
Truck-Loader (Multiple Trucks; 4-Person Minimum for Semi-Truck Trailers)	\$70.08
Video Director / Video Engineer / Video Projector Technician / Videotape Operator / Videotape Editor / Graphics Operator / Teleprompter Operator / Camera Operator / Advanced PowerPoint	\$55.48
Empty Reloader (Multiple Trucks; 4-Person Minimum for Semi-Truck Trailers)	\$55.48
Riggers	\$54.02
Steward / First Person on Call	\$42.11
Hair & Makeup – Half Day (5-Hour Minimum; Inclusive of all Equipment and Materials)	\$40.15
Department Head (Carpenter / Electrician / Audio / Properties / Wardrobe / Etc.)	\$36.10
Rated Position (Conventional Light Board Operator / Fly Man / Tradeshow Lead / Floater / Etc.)	
Audio-Visual Room Operator / Basic PowerPoint	\$33.08
Forklift Operator / Camera Cable Puller / Utility	
Stagehand / Tradeshow Decorator / Installation & Dismantle Hand / Spot Operator	\$30.08
Wardrobe	
Truck-Loader (Single Truck; 4-Hour Minimum for Load-In and Load-Out; 4-Person Minimum for Semi-Truck Trailers)	\$30.00
Automated Lighting Programmer / Operator	\$65.70
Film / Videotape / Audio Recording / Live Broadcast / Web-Cast Transmission	*

* 1.5 times the prevailing hourly rate

4.2 Contractor shall invoice City within ten (10) business days of the conclusion of an event for all services it provided under this Agreement. Such invoices shall be based on the payment terms set forth in Section 4.1 of this Agreement and consistent with the number of hours actually worked by Contractor and approved by City. The information contained in such invoices shall be in such detail as may be required by City, but at a minimum shall include invoice number, employee names, employee trades, dates and times worked per employee, total hours worked per employee, base hourly rates, gross wages per employee, and total gross wages of all employees. Upon approval of the invoices by City, City shall pay Contractor within thirty (30) business days of receipt, subject to Sections 3.4 and 4.4.

4.3 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The Parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in Section 4.1 above. Total payments to Contractor cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing and approved by Director.

4.4 Final acceptance of work products and services require written approval by City. The approval official shall be the Director. Payment will be made to Contractor following written approval of the final work products and services. City shall not be obligated or liable under this Agreement to any

party, other than Contractor, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS/RECORDS RETENTION

6.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

6.4 City reserves the right to conduct examinations, during regular business hours and following notice to Contractor by City, of the books and records related to the Agreement with City (including such items as contracts, paper, correspondence, copy, books, accounts, billings and other information related to the performance of Contractor's services hereunder), no matter where books and records are located, but not including individual salary or non-billable expenses. City also reserves the right to perform any and all additional audits relating to Contractor's services, provided that such audits are related to those services performed by the Contractor for City. These examinations shall be conducted at the offices maintained by Contractor, if Contractor maintains an office in Bexar, County Texas; however, if Contractor does not maintain an office in Bexar County, then Contractor shall be responsible for delivering all such books and records related to this Agreement to the City, or a place reasonably identified by its Director.

6.5 During the retention period, City may require that any or all of such records and accounts be submitted for audit to City or to a Certified Public Accountant selected by City. City shall use its best business efforts to require any Certified Public Accountant selected by City to sign a non-disclosure agreement provided by Contractor. In the event Contractor fails to furnish City any documentation required hereunder within ten (10) days following the written request for same, then Contractor shall be in default of this Agreement.

6.6 Should City discover errors in internal controls or in record keeping associated with the

scope of work covered by this Agreement, Contractor shall correct such discrepancies either upon discovery or within a reasonable period of time, not to exceed sixty (60) days after discovery and notification by City to Contractor of such discrepancies. Contractor shall inform City in writing of the action taken to correct such audit discrepancies.

6.7 If it shall be determined as a result of such audit that Contractor has overcharged City hereunder, then such overcharges shall be immediately refunded to City and become due and payable with interest at the maximum legal rate under applicable law from the date the City paid such overcharges.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term, as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. The Agreement may be terminated by either Party upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of the following event, which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XIII Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have ten (10) calendar days after receipt of the written notice, in accordance with Article VIII Notice, to cure such default. If Contractor fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI Records/Records Retention. Any record transfer shall be completed within fifteen (15) calendar days of a written request by City and shall be completed at

Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said thirty (30) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or UPS) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to: City of San Antonio
Attn: Director
Convention & Sports Facilities Department
200 E. Market St.
San Antonio, TX 78205

If intended for Contractor, to: UTP Productions, Inc.
Attn: President
774 South 500 West
Salt Lake City, UT 84101

IX. INTELLECTUAL PROPERTY

9.1 Contractor agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of trademarked or copyrighted materials used during the term of the Agreement complies with United States and any other applicable trademark and copyright law.

9.2 **Contractor agrees to INDEMNIFY and DEFEND at its own expense City, its officials, agents and employees from any and all liability arising from trademark or copyright infringement and/or consequential damages that others may suffer as a result of the use by Contractor or its designee of copyrighted materials during the term of this Agreement.**

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Convention & Sports Facilities Department, Attn: Fiscal Division, which shall be clearly labeled "Production Labor for the Carver Community Cultural Center" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Convention & Sports Facilities Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

10.3 A contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Broad Form General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to Property Rented by You	For Bodily Injury and Property Damage of \$1,000,000 per Occurrence; \$2,000,000 General Aggregate, or its Equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/Leased Vehicles b. Non-Owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per Occurrence

10.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

10.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Convention & Sports Facilities Department.
Attn: Fiscal Division
P.O. Box 1809
San Antonio, TX 78296-1809

10.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

10.6.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

10.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

10.6.3 Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;

10.6.4 Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

10.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

10.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

10.12 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNITY

11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors, and representatives while in the exercise of performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.**

11.2 **It is the EXPRESS INTENT of the Parties to this Agreement, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, CITY from the consequences of CITY'S OWN NEGLIGENCE, provided, however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF CITY AND IN THE NAME OF CITY, any claim or litigation brought against CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.**

11.3 **The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.**

11.4 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

11.6 Any of Contractor's employees under this Agreement who suffer disability or death as a result of personal injury arising out of and in the performance of duties in connection herewith shall be treated as an employee of Contractor who sustained injury or death in the performance of duty.

XII. SBEDA

12.1 SBEDA Program

12.1.1 The City has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the City. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the City pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

12.2 Definitions

12.2.1 **Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

12.2.2 **Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

12.2.3 **Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures

similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

12.2.4 Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by Contractor to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the City as fraudulent if Contractor attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the Contractor shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the Contractor and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

12.2.5 Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Contractors or Respondents.

12.2.6 Good Faith Efforts – documentation of the Contractor's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of Contractor's Good Faith

Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

12.2.7 HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

12.2.8 Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

12.2.9 Individual – an adult person that is of legal majority age.

12.2.10 Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

12.2.11 Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

12.2.12 M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

12.2.13 Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

12.2.14 Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

- a. African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
- b. Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

- c. Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

12.2.15 **Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

12.2.16 **Payment** – dollars actually paid to Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

12.2.17 **Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

12.2.18 **Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the Contractor.

12.2.19 **Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

12.2.20 **Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, Contractor is the Respondent.

12.2.21 **Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

12.2.22 **Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

12.2.23 **San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

12.2.24 **SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

12.2.25 **Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the

eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

12.2.26 Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

12.2.27 Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

12.2.28 Small Business Office Manager – the Assistant Director of the EDD of the City that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

12.2.29 Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

12.2.30 Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the Contractor and its subcontractors shall be submitted to the City prior to execution of this contract agreement and any contract modification agreement.

12.2.31 Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Contractor's and/or S/M/WBE firm's performance and payment under City contracts due to the City's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

12.2.32 Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the Contractor's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of Contractor's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

12.2.33 Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

12.3 SBEDA Program Compliance – General Provisions

12.3.1 As Contractor acknowledges that the terms of the City's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the City's SBEDA Policy & Procedure Manual are in furtherance of the City's efforts at economic inclusion and, moreover, that such terms are part of Contractor's scope of work as referenced in the City's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. Contractor voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the City. Without limitation, Contractor further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

- a. Contractor shall cooperate fully with the Small Business Office and other City departments in their data collection and monitoring efforts regarding Contractor's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
- b. Contractor shall cooperate fully with any City or SBO investigation (and shall also respond truthfully and promptly to any City or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Contractor or its Subcontractors or suppliers;
- c. Contractor shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- d. Contractor shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Contractor's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Contractor to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Contractor of work previously designated for performance by

Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

- e. Contractor shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the City, as well as any transfer or change in its ownership or business structure.
- f. Contractor shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
- g. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Contractor's Subcontractor / Supplier Utilization Plan, the Contractor shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the Contractor and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
- h. Contractor acknowledges that the City will not execute a contract or issue a Notice to Proceed for this project until the Contractor and each of its Subcontractors for this project have registered and/or maintained active status in the City's Centralized Vendor Registration System, and Contractor has represented to City which primary commodity codes each registered Subcontractor will be performing under for this contract.

12.4 SBEDA Program Compliance – Affirmative Procurement Initiatives

12.4.1 The City has applied the following contract-specific Affirmative Procurement Initiative to this contract. Contractor hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

- a. **SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, Contractor affirms that if it is presently certified as an SBE, Contractor agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

12.5 Commercial Nondiscrimination Policy Compliance

12.5.1 As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers,

nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

12.6 Prompt Payment

12.6.1 Upon execution of this contract by Contractor, Contractor shall be required to submit to City accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the Contractor's reported subcontract participation is accurate. Contractor shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from City. In the event of Contractor's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to Contractor, and no new City contracts shall be issued to the Contractor until the City's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

12.7 Violations, Sanctions and Penalties

12.7.1 In addition to the above terms, Contractor acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

- a. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
- b. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
- c. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
- d. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
- e. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

12.7.2 Any person who violates the provisions of this Article shall be subject to the

provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d. Refusal to accept a response or proposal; and
- e. Disqualification of Contractor or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

XIII. ASSIGNMENT AND SUBCONTRACTING

13.1 Contractor shall supply all qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

13.2 Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer or any other means, without the prior written consent of City. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

13.3 Any attempt to transfer, pledge or otherwise assign this Agreement without said approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

13.4 Any work or services provided by Contractor's subcontractors shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XIV. INDEPENDENT CONTRACTOR

14.1 Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The Parties understand and agree that the City shall not be liable for any

claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XV. CONFLICT OF INTEREST

15.1 Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. Contractor further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

XVI. AMENDMENTS

16.1 Except where the terms of this Agreement expressly provide otherwise, any amendment to this Agreement shall not be binding on the Parties unless such amendment be in writing, executed by both City and Contractor and dated subsequent to the date hereof, and subject to City Council approval, if required.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

18.1 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

19.1 Contractor shall provide and perform all services under this Agreement in compliance with all applicable federal, state, local laws, rules and regulations, including City permitting requirements.

19.2 Non-Discrimination. As a party to this Agreement, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal

law, or as otherwise established herein.

XX. NONWAIVER OF PERFORMANCE

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

24.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. EXHIBITS

25.1 The Exhibit listed below is an essential part of the Agreement and it governs the rights and duties of the parties. Any conflict between this Agreement and the Exhibit shall be resolved in favor of this Agreement:

25.1.1 EXHIBIT A: Contractor's Proposal to City's RFP for Production Labor for the Carver Community Cultural Center

XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions

agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XVI Amendments.

EXECUTED and **AGREED** to this the _____ day of _____, 2013.

CITY:
City of San Antonio, Texas

CONTRACTOR:
UTP Productions, Inc.

Sheryl L. Sculley
City Manager



Lonnie Harkness
President

APPROVED AS TO FORM:

ATTEST:

Michael D. Bernard
City Attorney

Leticia M. Vacek
City Clerk

EXHIBIT A

**CONTRACTOR'S PROPOSAL TO CITY'S RFP FOR
PRODUCTION LABOR FOR THE CARVER COMMUNITY CULTURAL CENTER**

CITY OF SAN ANTONIO
CONVENTION & SPORTS FACILITIES

Proposal for:

**PRODUCTION LABOR FOR THE
CARVER COMMUNITY CULTURAL CENTER**

PROPOSAL # RFP 13-081

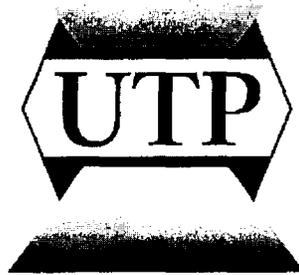
Submitted by:

UTP PRODUCTIONS, INC.

CITY OF SAN ANTONIO

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Executive Summary

UTP Productions provides labor in many cities and venues throughout the United States requiring Production Labor. We rely on a proven system that allows UTP to service small accounts in remote locations to convention centers, arenas and theaters requiring large numbers of theatrical stagehands on short notice. We are able to meet these demands through our Collective Bargaining agreements that we have established with the International Alliance of Theatrical Stage Employees Union. Through this partnership clients are able to place work orders directly to the Union Hiring Hall dispatchers. Through our contracts with IATSE Local 76 in San Antonio the union supplies a steward on each job. The steward communicates with all production entities' to provide supervision over the stage technicians as they accomplish the production needs. This allows UTP to provide skilled turnkey labor for as long as they are needed on a per job basis.

UTP Productions also participates with the Local unions and their training programs. As an employer sponsor to these programs our goal is to be able to promote, on the job safety, certifications that apply to our industry and the necessary skills that are needed to meet the technological demands in our industry. This participation has proven to be an effective tool in reducing our insurance costs and protecting, equipment and property within the venues we work in.

We have had a presence in the San Antonio market for only a short time. During this time we have setup the proper procedures that will allow us to grow and meet the demands of many of our clients that have events in San Antonio. As the current vendor at the Cultural Center for the past year we have maintained a good working relationship with the City of San Antonio and we value our partnership.

016 – RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: UTP PRODUCTIONS, INC.

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 774 SOUTH 500 WEST

City: SALT LAKE CITY State: UT Zip Code: 84101

Telephone No. 801 328-1298 Fax No: 801 328-1307

Website address: WWW.UTPPRODUCTIONS.COM

Year established: 2002

Provide the number of years in business under present name: 11

Social Security Number or Federal Employer Identification Number: 42-1548911

Texas Comptroller's Taxpayer Number, if applicable: 800665189

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 13-006-3972

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: LONNIE HARKNESS

Job Title: PRESIDENT

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

NONE

Provide address of office from which this project would be managed:

City: SAN ANTONIO State: TX Zip Code: 78205

Telephone No. 210 223-1428 Fax No: 210 225-6115

Annual Revenue: \$ 15,000,000.00

Total Number of Employees: 3200 2

Total Number of Current Clients/Customers: 145

Briefly describe other lines of business that the company is directly or indirectly affiliated with:
EVENT PRODUCTION, PROPERTY MANAGEMENT, PAYROLL SERVICES

List Related Companies: UTP GROUP, INC - PARENT CORP

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: LONNIE HARKNESS Title: PRESIDENT
Address: 774 SOUTH 500 WEST
City: SALT LAKE CITY State: UT Zip Code: 84101
Telephone No. 801 328-1298 Fax No: 801 328-1307
Email: LH@UTPGROUP.COM

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses. COMPTROLLER 324359440 FILE #80133994

5. Where is the Respondent's corporate headquarters located? SALT LAKE CITY, UTAH

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or

circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

NONE

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name CITY OF TUCSON - TUCSON CONVENTION CENTER

Contact Name: SHAWN MOORE Title: OPERATIONS MANAGER

Address: 260 SOUTH CHURCH AVE.

City: TUCSON State: AZ Zip Code: 85701

Telephone No. 520 837-6386 Fax No: 520 791-4735

Email address: SHAWN.MOORE@TUCSONAZ.GOV

Date and Type of Service(s) Provided: 4-1-2013 PROVIDE STAGEHAND LABOR FOR TUCSON CONVENTION CENTER, ARENA, MUSIC HALL & LEO RICH THEATER

Reference No. 2:

Firm/Company Name CITY OF PHOENIX - PHOENIX CONVENTION CENTER

Contact Name: HOMER HOUNSHELL Title: PRODUCTION SERVICES MGR

Address: 100 NORTH THIRD STREET

City: PHOENIX State: AZ Zip Code: 85004

Telephone No. 602 495-7214 Fax No: 602 744-2866

Email address: HOMER.HOUNSHELL@PHOENIX.GOV

Date and Type of Service(s) Provided: 12-1-2010 STAGEHAND PAYROLL SERVICES AT PHOENIX CONVENTION CENTER, SYMPHONY HALL & ORPHIEUM THEATER

Reference No. 3:

Firm/Company Name MARY KAY, INC

Contact Name: RENEA BRUNDRETT Title: EVENT SPECIALIST

Address: PO BOX 799045

City: DALLAS State: TX Zip Code: 75379

Telephone No. 972 687-5942 Fax No: 972 687-1615

Email address: RENEA.BRUNDRETT@MKCORP.COM

Date and Type of Service(s) Provided: 3-1-2004 PROVIDE STAGEHAND LABOR FOR 6 TO 8 EVENTS PER YEAR IN VARIOUS CITIES THROUGHOUT THE UNITED STATES

RFP ATTACHMENT A, PART TWO EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Please provide a brief history of your firm describing your experience in providing production labor, including the length of time you have been providing these services.

See Page (8) Company Overview

2. How many meeting facilities does your firm presently provide production labor for? Please identify the facility and define if these services are provided on an exclusive or non-exclusive basis.

See Page (10) Meetings & Facilities References

3. Please provide a history of your firm's experience in providing production labor in a comparable-sized facility.

UTP has provided comparable services to Salt Lake County Fine Arts Facilities since 1994

4. Describe your firm's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.

UTP provides similar services to the Ritz Theater & Museum in Jacksonville, Florida See Page (11)

5. If your firm is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

UTP has a Partnership with IATSE Local 76 of San Antonio through its Collective Bargaining Agreement

6. What is the management structure of your firm locally, regionally and company-wide? Please provide a brief professional history of each employee that will be assigned.

See page (12) Organizational Chart

7. How many full-time employees are on staff within your firm? Do not include independent contractors or individuals who are not on your regular payroll.

UTP has six full time employee's based in its Corporate Offices

8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.

City of Temecula – Old Town Theater – Contractors State License Board (California License #959388)

9. State the primary work assignment and the percentage of time key personnel will devote if awarded the contract.

Key personnel will provide time on an as needed basis

10. State the ability to begin work and the capacity of your firm to dedicate resources needed to provide the services requested.

UTP Productions currently provides these services and is able to continue if awarded the contract

11. Please identify your firm's total sales company wide and also your firm's total sales in San Antonio over the past three (3) years.

Our total revenues over the past 3 years are 39,000,000.00 with our total San Antonio revenue less than ½ percent.

12. What person(s) will be responsible for accounting and invoicing? Provide a description of their qualifications and experience.

Our Office Manager Erica Steel will be responsible for invoicing. See page (13) Resume

13. Submit a recent monthly billing statement for services you currently provide at a similar facility.

See page (14) Billing Statement

14. Describe your firm's specific experience with public entities, especially large municipalities. If your firm has provided services for the City in the past, identify the name of the project and the department for which your firm provided those services.

UTP Productions currently has similar contracts with over 10 Cities and Universities. We currently provide Production Labor for the Carver Community Cultural Center through the City of San Antonio

15. Have any of your firm's contracts been terminated prior to their expiration? If so, what were the circumstances?

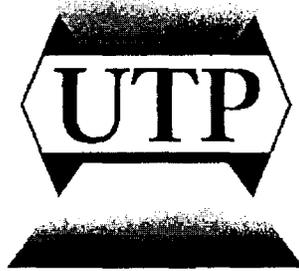
No

16. List other resources, including total number of employees, number and location of offices, and quantity and types of equipment available to support this project.

UTP Productions is only providing Production Labor for this project.

17. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your firm's qualifications.

UTP Productions has the capability of supporting full Event Productions from Supervision, Audio Visual and Rigging equipment rental and operations. We specifically support each client with the services to make each Event a success.



Company Overview

UTP Group, Inc. was established in 1994 as a third party payroll provider for IATSE Local 99. Since its inception, UTP Group has provided on time payroll services for IATSE technicians in Utah. During the 2002 Winter Olympic Games, UTP Group was the contracted payroll provider for the Salt Lake Olympic Organizing Committee, and its subsidiary organizations, including the entire Cultural Olympiad. UTP Group also served as payroll agent for the IATSE technical labor supplied to a number of International and domestic vendors during this event. In 2002, UTP Group formed a subsidiary company UTP Productions. With both companies in place UTP expanded its service area to include Arizona, New Mexico, California, Louisiana, Michigan, South Carolina, Nevada, Texas, Illinois, Georgia, Hawaii, New York and Florida. UTP Productions was created to provide customers with additional services including supervision, equipment rental, labor, scheduling and payroll services, which can be customized to meet the needs of each client.

As an added service UTP Productions Human Resource department is open Monday through Friday from 7:30 am to 5:30 pm MSDST. UTP Productions offer's all employees' payroll direct deposit and for enhanced check security we use Positive Pay. UTP Productions also participates in the Department of Homeland Security's E Verify program. As part of our periodic on site Tool Box safety and sustainability meetings, we include such issues as Hazard Identification, Safe Lifting Techniques and Housekeeping including venue recycling procedures the use of Mass Transit, Carpooling and more effective means of transportation to and from the work site the availability of onsite First Aid and any additional information that a particular event or venue may want communicated with our employees. These Tool Box meetings are normally conducted by our Management Representative and a copy of the meeting report is provided to UTP and Venue Management.

Flexibility and strong communication skills allow UTP Productions to provide an unprecedented level of client support and customer satisfaction. Quality customer service involves a true partnership between facility management and the vendors providing services. UTP Productions brings an experienced, professional team with a proven track record. This past year we have provided Labor Services to large events that included the Game Developers Conference at the Moscone Center in San Francisco, California the SAP Safire Conference at the Orange County Convention Center in Orlando, Florida and on a yearly basis for the NBA All Star game, which occurs in various cities throughout the United States.

We also provide full production services including creative design, full lighting, audio, video and stage rigging equipment packages. Our skilled theatrical stage technicians have the expertise to make your event a success. As a partner to your facility we are able to provide one stop shopping for all of your customers Audio/Visual needs. We are available on a moment's notice to provide assistance, expertise and solutions for our clients and our partner's clients through our full service sales and marketing staff located at our corporate offices.

Meeting Facilities
UTP Productions provides
Labor Services

Disneyland Resort
1313 So. Harbour Blvd.
Anaheim, CA 92803
Overhire Labor
Non Exclusive

ASU Public Events
Gammage Auditorium
PO Box 870105
Tempe, AZ 85287
Event Labor Provider
Exclusive

Maxwell C. King Center
3865 N. Wickham Rd.
Melbourne, FL 32935
Event Labor Provider
Exclusive

Tucson Convention Center
260 So. Church St.
Tucson, AZ 85701
Operations and Event Labor
Provider - Exclusive

Phoenix Convention Center
100 North Third St.
Phoenix, AZ 85004
Union Labor Provider
Non Exclusive

Atlanta Civic Center
395 Piedmont Avenue NE
Atlanta, GA 30308
Event Labor
Non Exclusive

Centennial Management
Maverick Arena
3200 So. Decker Lake Dr.
WVC, UT 84119
Event Labor
Non Exclusive

Orlando Centroplex
Bob Carr Performing Arts
600 W. Amelia
Orlando, FL 32801
Event Labor
Non Exclusive

904 632 5555
904 632 5553

RITZ
THEATRE AND MUSEUM
RITZJACKSONVILLE.COM
629 NORTH DAVIS ST
JACKSONVILLE, FL 32262

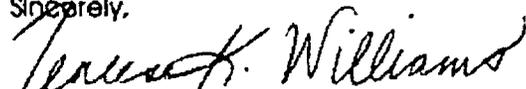
April 6, 2011

To Whom It May Concern:

I'm pleased to recommend UTP Payroll Services to your theatre. Since October 2008, UTP has provided payroll services to the Ritz Theatre and Museum, a theatre owned and operated by the City of Jacksonville, through the Local IATSE Stagehands Union. We have found their services to be prompt and accurate. Lonnie is very professional, and any problems or discrepancies that have come up have been resolved quickly and courteously.

It has been a pleasure to work with Lonnie and his staff, and I strongly recommend them as a reputable vendor to provide temporary labor services to your theatre.

Sincerely,



Teneese K. Williams
Production Manager
Ritz Theatre and Museum- City of Jacksonville

Organizational Chart – City of San Antonio – Labor Contractor

Parent Company UTP Group, Inc.

Subsidiary Company UTP Productions, Inc.

Board of Directors – UTP Productions, Inc.

Don Richardson COB

Lonnie Harkness

Steven Rood

Ladd Anderson

Jodi Rood

UTP Productions, Inc. Corporate Officers

Lonnie Harkness

President

Steven Rood

Secretary/Treasurer

Key Staff for City of San Antonio Contract

Raymond Sewell Business Representative Local 76

Lonnie Harkness Management Representative

Julie Vigos Human Resource Manager

Erica Steel Payroll & Billing Accountant

Certified Public Accountants

Sorensen, Vance and Co.

Gary Vance CPA

ERICA STEEL

EXPERIENCE

2000-Present UTP , Inc.

Salt Lake City, UT

Payroll Administrator / Accountant

Processing of payroll for 1000+ IATSE union stagehands in 14 states on a semi-monthly and weekly basis. Preparation of reporting forms to include 940, 941, W-3, and various state tax reports.

2002-2003 Jackson Hewitt Tax Services

Salt Lake City, UT

Tax Manager

Management of 2 person office staff of tax accounting firm. Preparation of corporate and individual tax returns.

EDUCATION

1998 to 2006

University of Utah

Salt Lake City, UT

MBA / Accounting

KEY SKILLS

Payroll Processing

Payroll Taxes

Microsoft Word

Microsoft Excel

Sage Accounting Software

FAX (801) 328-1307 ♦ E-MAIL ERICA@UTPGROUP.COM
774 SOUTH 500 WEST ♦ SALT LAKE CITY, UT 84101 ♦ PHONE (801) 328-1298



UTP PRODUCTIONS, INC.

774 SOUTH 500 WEST
SALT LAKE CITY, UT 84101
USA

Phone: (801) 328-1298

CUSTOMER NO.: FL1002
PAGE: 1
DATE: 8/7/2013

CUSTOMER NO.: FL1002
PAGE: 1
DATE: 8/7/2013



REMIT TO ADDRESS:

UTP PRODUCTION, INC.
774 SOUTH 500 WEST
SALT LAKE CITY, UT 84101

BILL TO:

ORLANDO CENTROPLEX
THEO WEBSTER
400 WEST CHURCH ST. STE. 200
ORLANDO, FL 32801
USA

532563	7/17/2013	IN	MAINTENANCE W2 7/15-7/19/13	8/1/2013	2,810.88	532563	2,810.88
532608	7/25/2013	IN	MAINTENANCE W3 7/23-7/25/13	8/9/2013	794.88	532608	794.88
532620	8/1/2013	IN	ORLANDO PARKS & REC 7/30-7/31/13	8/16/2013	2,115.36	532620	2,115.36

Please pay amount showing.

TO ENSURE PROPER CREDIT, PLEASE CHECK THE ITEMS YOU ARE PAYING IN THE ✓ COLUMN

IN - Invoice
DB - Debit Note
CR - Credit Note
IT - Interest Payable

PY - Applied Receipt
ED - Earned Discount
AD - Adjustment
PI - Prepayment

UC - Unapplied Cash
RF - Refund

Total 14

5,721.12

Total ⇨

5,721.12

1 - 30 DAYS O/DUE
2,810.88

31 - 60 DAYS O/DUE
0.00

61 - 90 DAYS O/DUE
0.00

OVER 90 DAYS O/DUE
0.00

UTP PRODUCTIONS, INC.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Describe Respondent's **Operating Plan** to perform the Scope of Services, including:
 - a. Statement regarding Respondent's understanding of the RFP, and detailed method of approach to the Scope of Work, which indicates the services proposed to be performed by the Respondent.
 - b. Describes conduct of operations, including service categories, specific tasks, staff assigned and schedule of events, and ability to support the schedule and equipment demands including:
 - i. Describes life cycle of an event including initial point of contact, pre-planning, installation, event support, post-event activities and removal, and invoicing
 - ii. Collaboration with City event and operations staff, and clearly distinguishes tasks that the Respondent will undertake from those which are the responsibility of the City. Absence of this distinction shall mean that Respondent is assuming full responsibility for all tasks.
 - c. Describes how Respondent's employees/subcontractors are equipped with all the requisite equipment necessary to perform the Scope of Services, including, but not limited to: makeup and consumables, tools, Personal Protective Equipment, etc.
 - d. Identifies all subcontractors that Respondent intends to use in the performance of its duties under the Agreement, other than those provided in the Good Faith Effort Plan in RFP Attachment E.

2. Describe Respondent's **Staffing Plan** to perform the Scope of Services, including:
 - a. Describe the nature of the labor Respondent utilizes to complete services in a sufficient, timely matter. Does Respondent consider service personnel employees or subcontractors?
 - b. Describe how Respondent recruits, trains and retains qualified employees/subcontractors.
 - c. Organizational chart of all permanent and part-time staff, including names, position classifications, number of personnel in each classification, resumes (or qualifications and experience), and job descriptions.
 - d. Labor terms and working conditions.
 - e. Training and certification of personnel, including rigging personnel with either the Entertainment Technician Certification Program (ETCP), or an equivalent certification program.
 - f. Pre-employment screening and background checks, including drug testing and criminal background checks.
 - g. Describe Respondent's dress code, identification and code of conduct, including standards for its employees/subcontractors regarding grooming and appearance, if any, as well as neatness, professionalism and courtesy.
 - h. Describes Respondent's safety philosophy and policy statement that acknowledges Respondent's responsibility and commitment to safety and its intention to comply with all applicable local, state and federal safety requirements and appropriate industry standards.

15

3. Describe Respondent's **Business Plan** to perform the Scope of Services, including:
 - a. General Business Terms – Provide Respondent's general business processes and information regarding providing these services to the City and any additional information regarding business terms and

conditions that the City should be aware of. Provide information such as what Respondent considers business hours, minimum hours, overtime hours, holidays, breaks, etc.

- b. Billing – Provide a sample of Respondent's invoice to City, including all of the requisite information such as Respondent name and address, vendor and/ or PO number (if required), invoice number and date, employee/subcontractor names, dates and hours worked per employee/subcontractor, total hours worked by employee/subcontractor, hourly rates, gross wages per employee/subcontractor, and invoice total.
- c. Insurance/Liability – Describe Respondent's insurance and liability as it relates to its employees/subcontractors. Does Respondent's general liability insurance cover its employees/subcontractors who will be performing the services under this contract? Does the Respondent require its employees/subcontractors to indemnify Respondent for work performed under such contracts?



Operating Plan

UTP Productions has over 20 years experience providing Technical Theatrical Labor to the Convention and Entertainment Industry. Our Board of Directors have over 200 years of experience from Labor management, Event Management to a full array of Production Support Services.

In San Antonio we work in partnership with IATSE Local 76 as a labor provider. Our contracted clients place their labor calls directly with the Union Business Representative. The calls are filled by the Union and a Job Steward is assigned to each call. The Union forwards the call information to UTP as part of our labor tracking at multiple venues. At the completion of each job the steward submits the timecards to UTP and to Local 76. Once the timecards have been approved by the client and the Union, UTP will process the payroll and invoice the client for the total amount due.

UTP also provides Supervisor reports, Incident reports, Accident checklists and other types of reports to the Stewards to document each job and any issues that require immediate reporting.

As UTP Productions establishes additional business within a geographical area we begin to add additional management personnel in the form of area representatives. This allows UTP to provide higher levels of customer service as the growth in an area warrants these additional duties.

All technicians that are provided by UTP Productions are classified as UTP employees and must adhere to our company guidelines while performing their duties. Our technicians use their own personnel safety equipment while working on the job to include harnesses, lanyards, protective eye wear and clothing that is acceptable to the work being performed. As professional technicians they are equipped to provide make up kits, steamers, irons and other additional items the client may request with advance notice. A kit rental fee for a pre approved amount is billed with the regular invoices that are submitted.



Partners and Consultants

UTP Productions provides Technical Theatrical Labor Services in 14 states within the United States of America. In each jurisdiction UTP Productions maintains collective bargaining agreements with the various unions that it requires the use of their services. In San Antonio, Texas UTP Productions maintains current contracts and labor agreements with IATSE Local 76. We consider our partnership an ongoing opportunity as we utilize Local 76 to provide skilled stage technicians. Due to the nature of this industry by working as partners we are able to provide 24/7 service to fulfill our customers' needs. This partnership has been developed over the years through the Collective Bargaining agreements that we have worked under and the excellent lines of communication that exist between our organizations.

UTP Productions, Inc also participates as an Employer Representative to many IATSE Training Trusts and Apprenticeship programs. As an Employer Representative we have oversight into the types of training and certification programs that are available to IATSE members in our effort to provide skilled technicians within our industry. As technologies and equipment advances continue to progress, the training that is being provided addresses these issues. The program also addresses all types of certification programs within our industry and meets the newer OSHA certification standards.



Method of Communication

Key Staff for City of San Antonio Contract

Raymond Sewell IATSE Business Agent
Cell 210 223-3911 Office 210 223-3911 email rayat76@gmail.com

Lonnie Harkness Management Representative
Cell 801 918-1121 Office 801 328-1298 email lh@utpgroup.com

Ladd Anderson Director of Risk Management
Cell 801 824-6985 Office 801 328-1298 email ladd.anderson1@gmail.com

Main Office Hours of Operation 7:30 am to 5:30 pm MSDST Monday through Friday

774 So. 500 W. SLC, UT 84101

Office 801 328-1298
Fax 801 328-1307

Office Staff

Erica Steel	Office Manager	Erica@utpgroup.com
Julie Vigos	Human Resource Manager	Julie@utpgroup.com
Kortni Patrick	Payroll Clerk	Kortni@utpgroup.com



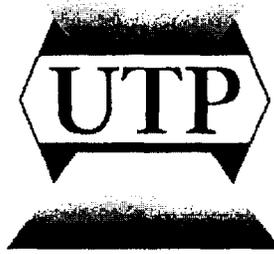
Staffing Plan

UTP Productions hires its Theatrical Stage Technicians through IATSE Local 76 of San Antonio, Texas. We are able to hire technicians that have gained experience and expertise through many years, while working under Collective Bargaining agreements for many National and Local employers in the San Antonio area. These technicians are already familiar with the venue's in San Antonio and through this structure we have the advantage of understanding the logistics of event production prior to reporting to the job site.

In collaboration with our labor agreement's it is UTP's goal to provide a safe and healthy working environment within the venues we work in. This includes employment screening, drug testing, personnel hygiene standards, dress standards and management over site.

It is our goal to comply too OSHA General Industry work standards and criteria. This is accomplished through on site Tool Box Safety meetings to formal Apprenticeship programs. IATSE Local 76 maintains an ongoing Safety Committee that reports to its membership on a monthly basis. In our Industry communication and awareness are keys to maintaining a safe workplace. UTP has a Risk Management Director that coordinates safety awareness to the IATSE Locals through a newsletter and is part of the UTP Productions Human Resource Department.

Employee ID	Name	Stagehand	Carpenter	Carloader	Property Master	Flyman	ETC Certified Electrician	Light Board Operator	Spot Operator	Sound Board Operator	Camera Operator	Wardrobe	Hair	Makeup	ETC Riggers	High Rigger	Down Rigger	Signs Lift Certified	Forklift Op Certified	Convention Worker	Runner	
	MARTIN, SYLVESTER S.	1	1	1																1	1	
	MCELYEA, TOMMY	1			1		1										1					
	MELENDEZ, MIGUEL MARIO	1								1												
	MENCHACA, JOSE	1	1		1												1					
TSS1C49	MERCER, ROBERT A	1	1																	1		
TSS1034	MONTGOMERY, WILLIAM	1	1		1				1													
TSS1033	MORA, RICHARD	1	1	1																1		
TSS1050	MORIN, SCOTT L	1	1					1								1	1					
	MUNIZ, MICHAEL G.	1	1		1	1										1	1					
TSS1002	OCHOA, MICHAEL	1	1				1	1	1													
TSS1021	OLSEN, DUSTIN R.	1	1	1							1									1		
TSS1022	OROPEZA JR, VALENTIN	1	1	1																1	1	
TSS1023	OROPEZA, MICHAEL	1	1	1																1	1	
TSS1001	OSBORN, TERRY W.	1	1	1	1										1	1	1			1	1	
	OSBORN, TORI LYNN	1										1	1	1								
TSS1024	OVERSTREET, LANCE	1	1	1																1		
TSS1036	PALMER, MATTHEW	1	1	1				1		1							1					1
TSS1006	PALMER, SR. MARK	1	1		1	1		1	1													1
TSS1035	PALMER, SR. WILLIAM M	1	1		1	1	1	1														
	PANAYOTOV, VALENTIN	1																				
TSS1053	PARDO, JASON	1	1	1						1	1										1	
	PARKER, DAVID L.	1	1				1	1	1													
	PERRIN, TRAVIS	1	1		1	1									1	1	1	1	1	1		
TSS1042	POLLOCK, GARRETT	1	1					1		1												
TSS1029	RAMIREZ, RODOLFO	1	1	1																1		
TSS1051	RICE, JONATHAN	1	1				1	1								1	1			1		
TSS1025	RODRIGUEZ JR, MICHAEL	1	1				1													1		
TSS1010	RODRIGUEZ, PATRICK	1	1	1	1			1		1							1			1		
	SALAZAR, PATRICK A.	1	1	1																	1	
TSS1026	SEWELL, RAYMOND G.	1	1	1	1	1		1		1							1					
	SOLIZ, NORBERTO	1	1	1																1	1	
	SPAHN, JEFFREY	1						1	1	1												
TSS1011	STEWART, CHRISTOPHER	1	1	1			1		1											1		
	STUEBING, RUSSELL W.	1			1					1												
TSS1038	STOCKHARDT, JAMES	1	1	1																	1	
	TOPKOFF, TOM	1	1														1	1	1			
TSS1027	VALADEZ, JOHN	1	1	1	1	1												1	1	1		
TSS1037	VASSEUR, LEVENA	1					1	1														
TSS1009	VIVIER, DANIEL	1	1	1																	1	
TSS1052	WEAVER, ROBERT R	1	1	1				1							1			1	1	1		
	TOTALS	81	69	41	17	20	1	12	30	12	14	3	1	1	3	13	22	8	9	45		



And IATSE Local 76

Employment Manual

Note The content of this manual does not constitute nor should it be construed as a promise of employment or as a contract between UTP Productions, Inc. and any of its employees.

UTP Productions, Inc. at its option, may change, delete, suspend, or discontinue parts of the policy in its entirety, at any time without prior notice.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of the UTP Productions Employment Policies, and I do commit to read and follow these policies.

I am aware that if, at any time, I have questions regarding UTP Productions company policies I should direct them to my manager or the Human Resources Department.

I know that UTP Productions company policies and other related documents do not form a contract of employment and are not a guarantee by UTP Productions of the conditions and benefits that are described within them. Nevertheless, the provisions of such UTP Productions company policies are incorporated into the acknowledgment, and I agree that I shall abide by its provisions.

I also am aware that UTP Productions, at any time, may on reasonable notice, change, add to, or delete from the provisions of the company policies.

Employee's Printed Name

Position

Employee's Signature

Date

1 INTRODUCTION

This document has been developed by the Human Resources Department in order to familiarize employees with UTP Productions and provide information about working conditions and key policies and/or procedures affecting employment with UTP Productions.

1.1 Changes in Policy

This manual supersedes all previous employee manuals and memos.

While every effort is made to keep the contents of this document current, UTP Productions reserves the right to modify, suspend, or terminate any of the policies or procedures described in the manual with or without prior notice to employees.

2 EMPLOYMENT POLICIES

2.1 Equal Employment Opportunity

UTP Productions is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

2.2 Affirmative Action/Diversity

UTP Productions is committed to affirmative action that will build on the strengths of our current workforce and continually enhance the diversity of our organization.

2.3 Immigration Law Compliance

All offers of employment are contingent on verification of the candidate's right to work in the United States. On the first day of work, every new employee will be asked to provide original documents verifying his or her right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form.

2.4 Change of Personal Data

Any change in an employee's name, address, telephone number, marital status, dependents, or a change in the number of tax withholding exemptions, needs to be reported in writing without delay to the Human Resources Department and can be faxed to (801)328-1307.

2.5 Safety

The safety and health of employees is a priority. UTP Productions makes every effort to comply with all federal and state workplace safety requirements.

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities.

2.6 Health-related Issues

Employees who become aware of any health-related issue should notify their supervisor of health status as soon as possible.

2.7 Employee Requiring Medical Attention

Employees should report all work-related injuries and accidents immediately to their supervisor/steward. The steward will have the necessary information to get the employee the needed medical attention.

3 STANDARDS OF CONDUCT

3.1 General Guidelines

All employees are urged to become familiar with UTP Productions rules and standards of conduct and are expected to follow these rules and standards faithfully in doing their own jobs and conducting the company's business.

3.2 Attendance and Punctuality

UTP Productions expects employees to be ready to work at the beginning of assigned daily work hours, and to reasonably complete their projects by the end of assigned work hours.

3.3 Harassment Policy

UTP Productions does not tolerate workplace harassment. Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence.

3.4 Sexual Harassment Policy

UTP Productions does not tolerate sexual harassment. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from effectively performing the duties of their position.

3.5 Violence in the Workplace

UTP Productions has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect UTP Productions or which occur on UTP Productions or client property, will not be tolerated.

3.6 Ethical Standards

UTP Productions insists on the highest ethical standards in conducting its business. Doing the right thing and acting with integrity are the two driving forces behind UTP Productions' success. When faced with ethical issues, employees are expected to make the right professional decision consistent with UTP Productions' principles and standards.

3.7 Dress Code

Employees of UTP Productions are expected to present a clean and professional appearance while conducting business. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects UTP Productions' reputation or image is not acceptable. UTP Productions encourages employees to take pride in their appearance as professionals representing their company and their facility partners. UTP provides all employees a company shirt with logo on the front and in large letters "Local Crew" on the backside. This allows for easy identification while working, and establishes a higher level of professionalism by the working crew. Show blacks, including a black shirt, long black pants and enclosed toe shoes, are worn for all calls where the public may be encountered. Employees are informed of uniform requirements when they are scheduled for work.

3.8 Alcohol and Substance Abuse – Please refer to attached Substance Abuse Policy

It is the policy of UTP Productions that the workplace be free of illicit drugs and alcoholic beverages, and free of their use. **Drug screening** helps us to develop a healthier and more productive workforce. The abuse of drugs and alcohol has been proven to impair the coordination, reaction time, emotional stability, and judgment of the user. This could have tragic consequences where demanding or stressful work situations call for quick and sound decisions to be made.

3.9 Solicitations and Distributions

Solicitation for any cause during working time and in working areas is not permitted. Employees are not permitted to distribute non company literature in work areas at anytime during working time.

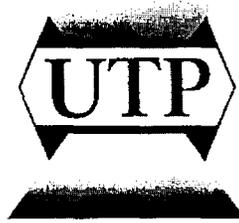
4 WORKERS COMPENSATION INSURANCE & E-Verify Participation

4.1 Worker's Compensation

All employees are entitled to Workers' Compensation benefits paid by UTP Productions. This coverage is automatic and immediate and protects employees from work-related injury or illness. If an employee cannot work due to a work-related injury or illness, Workers' Compensation insurance pays his or her medical bills and provides a portion of his or her income until he or she can return to work.

4.2 E-VERIFY PARTICIPATION

UTP Productions participates in the governments' E-Verify program. It is our policy to submit information from your I-9 form to the SSA and Department of Homeland Security to confirm work authorization for each employee.



UTP Productions

Safety Polices and Training Programs

UTP provides technical union labor and payroll services to the entertainment and trade show industries. UTP works in collaboration with IATSE Local trade unions to provide a safe work environment where our services are performed. UTP also communicates to the venue owners as to safety awareness and any physical concerns that are identified. UTP maintains verbiage within all of its client contracts, with respect to on the job safety for its technicians. Our goal is to coordinate through open communication an atmosphere of safe and healthy working conditions and continued training and education of the workforce.

UTP supports IATSE safety and training by providing a percentage of gross wages to various Local Union apprenticeship and training funds. In each state UTP provides a representative that over see's the safety aspects of the local workforce. All of our representatives are skilled stage technicians who understand our industry and are capable of addressing safety situations.

The most important level of communication starts with the Union steward. UTP supports Local training of stewards and TSP which writes standards and recommended practices. We also support ESTA training certifications and all other certifications within our industry i.e.: ETCP Rigging, Lift truck, High lift, ETCP Stage Electrical and first aid certifications. Each IATSE Local union has a formal safety committee which meets on a monthly basis to address safety concerns and OSHA standards within its jurisdiction. The safety committees have the authority to recommend and address safety issues to all concerned parties.

It is the policy of UTP to provide an ongoing commitment to safety, especially as new technologies are frequently introduced. As part of a safe and healthy workplace UTP continues to mandate drug testing and background checks of its employees. UTP also provides a per venue safety checklist, which stewards and supervisors follow to insure injured workers receive the appropriate treatment when an accident occurs and reports of any other type of incident that may occur.



Business Plan

UTP Productions has been a licensed corporation providing services in the State of Texas since 2011. Our billing terms are next 30 days and we will process invoices using an issued purchase order if our clients make this request. UTP Productions does not accept Credit Cards as forms of payment. UTP will authorize ACH payment from our clients in lieu of paper checks, for invoice payments.

When billing our clients UTP Productions provides the most current Account Statement along with any new invoice for each billing cycle. We have included copies of our invoice, which includes a detailed breakdown of employee names, dates, hours worked, pay rates and event names as an example.

Since UTP Productions is currently a contractor for the City of San Antonio I have included the current Insurance certificate that lists the additional insured for this contract. We provide General Liability, Automotive Liability and Workers Compensation Insurance for UTP Productions activities and the employees working through UTP Productions. Our policy periods for all insurance policies are 1-1 through 12-31 of each year. New certificates are provided to our clients by our Insurance agents each December to cover the new year.

Since UTP has a proven track record we have been able to contain costs and remain extremely competitive as insurances policies tend to fluctuate from year to year. This has enabled UTP Productions to perform multiyear contracts within a set price agreed to in advance.

 UTP Productions, Inc.

774 South 500 West
Salt Lake City, UT 84101

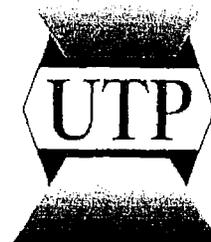
801-328-1298 Office / 801-328-1307 Fax

53-2029

INVOICE

Philadanco

Name of Show
Carver Center- Jo Long Theatre
Venue
City of San Antonio
Client
Daniel Poteete
Contact



Name	Time/s	Department	# Hours Straight-Time X 1	# Hours Over-Time X 1.5	# Hours Double Time X 2	# Hours Meal Penalty	# Hours Turnaround	Total Billable Hours	Total # Days Worked	Rate	Gross
Thursday May 2, 2013											
1	Palmer Sr., Wm. M.	9a-12p, 1p-9p +3 ST MP 6p-9p	Master Elec.	8	3		3	15.5	1	\$ 35.85	\$ 555.68
2	Pollick, Garrett	1p-9p +3 ST MP 6p-9p	Electrician	8			3	11	1	\$ 29.87	\$ 328.57
3	Vasseur, Leveno	9a-12p, 1p-9p +3 ST MP 6p-9p	Light Board Op.	8	3		3	15.5	1	\$ 35.85	\$ 555.68
Friday May 3, 2013											
1	Vasseur, Leveno	9am-11pm (-1)	Light Board Op.	8	4			14	1	\$ 35.85	\$ 501.90
2	Charles, Yvonne	9am-4pm + 2MP	Head Wardrobe	7			2	9	1	\$ 35.85	\$ 322.65
				39	10	0	11	0	65	5	

* NOTE * 1.5% of the Grand Total will be added to un-paid accounts every 30 days until Full Payment is received by our office.

GRAND TOTAL \$ **2,264.47**

Thu. May 2, 2013 *Date Started*

Fri. May 3, 2013 *Date Finished*

Crew Chief : Wm. M. Palmer Sr.

Event Rep. : Daniel Poteete

The **GRAND TOTAL** for this invoice is due and **PAYABLE UPON RECEIPT.**

Client Address
City of San Antonio
Carver - Jo Long Theatre
226 N. Hackberry
San Antonio, TX 78202

RFP ATTACHMENT B

PRICE SCHEDULE

Titles of Employed Staff	Hourly Rate
Hair & Makeup Artist (Inclusive of all Equipment and Materials) 10 HR Day	\$80.30
Unloader By the Truck - Multiple Truck Show	\$70.08
Loader Same as above	\$70.08
Video Director	\$55.48
Video Engineer	\$ 55.48
Video Projector Technician	\$ 55.48
Videotape Operator	\$ 55.48
Videotape Editor	\$ 55.48
Graphics Operator	\$ 55.48
Teleprompter Operator	\$ 55.48
Camera Operator	\$ 55.48
Riggers	\$ 54.02
Steward / First Person on Call	\$ 42.11
Head Carpenter	\$ 36.10
Head Electrician	\$ 36.10
Head Audio	\$ 36.10
Head Theatrical Properties	\$ 36.10
Head Wardrobe	\$ 36.10
Conventional Light Board Operator	\$ 36.10
Fly Man	\$ 36.10
Tradeshow Lead	\$ 36.10
Advanced PowerPoint	\$ 55.48
Audio-Visual Room Operator	\$ 33.08
Basic PowerPoint	\$ 33.08
Floater	\$ 36.10
Utility	\$ 33.08
Forklift Operator	\$ 33.08
Camera Cable Puller	\$ 33.08
Stagehand	\$ 30.08
Tradeshow Decorator	\$ 30.08
Installation & Dismantle Hand	\$ 30.08
Spotlight Operator	\$ 30.08
Wardrobe	\$ 30.08
Automated Lighting Programmer/Operator	\$ 65.70
Film/Videotape/Audio Recording/Live Broadcast/Web-Cast Transmission	\$ Rate*50%
	\$
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	\$

Contractor's Overtime Rules	No. of Times Regular Hourly Rate (e.g. 1.5, 2.0, 2.5)
Time and one half after 8 hours per day or 40 reg hours per week and on Saturday, Sunday and Holiday	
Double time after 12 hours per day and 8 hours per day on Saturday and Sunday and between the hours of Midnight to 8:00am	
The minimum daily work call shall be no less than 5 consecutive hours. Performance call and loadouts are billed as 4 hours unless they are the only call of the day in which case they will be billed at 5 hours.	

Contractor's General Conditions	
Empty truck re-loads or unloads	\$55.48 per truck
Truck Loaders Hourly for 1 Truck events	\$30.00 per hour 4hr min
Hair and make up 5 hour day =	\$40.15
Any additional conditions shall refer to the Collective Bargaining agreement between IATSE Local 76 and UTP Production	

*All rates shall include all of Respondent's compensable costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges or costs of Respondent shall be applied or reimbursable by City.

Contractor shall invoice City within ten (10) business days of the conclusion of an event for all services it provided under the Agreement. Such invoices shall be based on the payment terms set forth in the Agreement and consistent with the number of hours actually worked by Contractor and approved by City. The information contained in such invoices shall be in such detail as may be required by City, but at a minimum shall include invoice number, City purchase order number, employee names, employee trades, dates and times worked per employee, total hours worked per employee, base hourly rates, gross wages per employee, and total gross wages of all employees. Upon approval of the invoices by City, City shall pay Contractor within thirty (30) business days of receipt.



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

This is a New Submission or Correction or Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: LONNIE M.I. K Last: HARKNESS Suffix: _____

***2. Contract information.**

a) Contract or project name: PRODUCTION LABOR CARVER COMMUNITY CULTURAL CENTER

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

UTP PRODUCTIONS, INC

***4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

UTP GROUP, INC

Names of executive committee members, officers, partners, and directors:

BOARD OF DIRECTORS 1)WENDELL WINEGAR 2)LONNIE HARKNESS 3) STEVEN ROOD 4) LADD ANDERSON 5) AL PERFLI
OFFICERS LONNIE HARKNESS PRESIDENT STEVEN ROOD SEC/TREASURER

***5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

***6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

*9 Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

No

Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

This is not a high-profile contract.



City of San Antonio Contracts Disclosure Form Update

Office of the
City Clerk

***3. Contribution Prohibitions for "High-Profile" Contracts**

This is a high-profile contract.

***4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: LONNIE HARKNESS Title: PRESIDENT

Company Name or DBA: UTP PRODUCTIONS, INC Date: 08/02/2013

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **Carver Community Cultural Center**

RESPONDENT NAME: UTP PRODUCTIONS, INC

SOLICITATION API: **Small Business Enterprise (SBE) Prime Contract Program**

API REQUIREMENTS: In order to receive the **ten (10)** evaluation preference points associated with this solicitation, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Enterprises (SBEs) with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

SBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. For further clarification, please contact Shuchi Nagpal, at (210) 207-0071.

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
SECTION 1. PRIME				
Name: UTP PRODUCTIONS, INC	\$25,000	100%		
			#:	
SECTION 2. SUBCONTRACTOR(s):				
1. Name:	\$		%	
			#:	
2. Name:	\$		%	
			#:	
3. Name:	\$		%	
			#:	
4. Name:	\$		%	
			#:	
5. Name:	\$		%	
			#:	
6. Name:	\$		%	
			#:	
Total Prime Participation:	\$25,000	100%	#:	
Total Sub Participation:	\$		%	
			#:	
Total Prime & Sub Participation*:	\$		%	
			#:	
Total Certified Sub Participation:	\$	38 %	#:	

***Total Prime & Sub participation must equal your base bid amount.**

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.



SIGNATURE OF AUTHORIZED AGENT

PRESIDENT

TITLE

08/05/2013

DATE

801 328-1298

PHONE

FOR CITY USE

Action Taken:

Approved _____

Denied _____

DIRECTOR
ECONOMIC DEVELOPMENT

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods; This bid is less than \$50,000.00 (non-qualified)

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	UTP PRODUCTIONS, INC	
Physical Address:	774 SO. 500 W.	
City, State, Zip Code:	SALT LAKE CITY, UT 84101	
Phone Number:	801 328-1298	
Email Address:	PAYROLL@UTPGROUP.COM	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	40	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No

ACKNOWLEDGEMENT

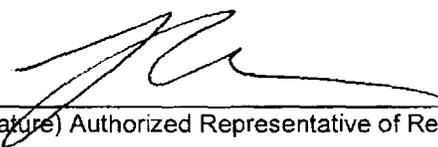
THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

_____ LONNIE HARKNESS

_____ (Print Name) Authorized Representative of Respondent

_____ 

_____ (Signature) Authorized Representative of Respondent

_____ PRESIDENT

_____ Title

_____ 08/05/2013

_____ Date

This Local Preference Identification Form must be submitted with the respondent's bid/proposal response.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KICH
UTPPR-1

DATE (MM/DD/YYYY)
12/27/12

PRODUCER Alexander Insurance Agency 541 S. Orlando Ave., Suite 206 Maitland FL 32751 Phone: 407-629-4825 Fax: 407-629-5407	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED UTP Productions, Inc.; UTP Group, Inc.; UTP Payroll Services, Inc. 774 South 500 West Salt Lake City UT 84101	INSURER A: Travelers Insurance Company	25658
	INSURER B: California Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR	ADDT	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	12N36589	01/01/13	01/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
A				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	12N36589	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
B				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	73-862575-01-01	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
A				OTHER Misc Equipment	12N36589	01/01/13	01/01/14	Rental Eq 200,000 Deductible 2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Attn: Fiscal Division
 Carver Community Cultural Center
 The City of San Antonio and its officers, officials, employees, volunteers, and elected representatives are listed as Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

CITYO-8 City of San Antonio Convention, Sports, and Entertainment Facilities Dept. 200 Market Street San Antonio TX 78205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Chad Kinsley <i>Chad Kinsley</i>
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UTP PRODUCTIONS, INC.

Statement of Earnings

For 1 Period and Year Ending December 31, 2012

	Unaudited		Unaudited	
	Current Month	Ratio	Current YTD	Ratio
Revenue:				
Payroll Service	746,220.73	97.35%	11,688,304.06	91.16%
Equipment Rental Revenue	275.00	0.04%	71,135.34	0.55%
Show Management Fee	20,000.00	2.61%	1,061,610.72	8.28%
Miscellaneous Income	0.00	0.00%	191.00	0.00%
Total Revenue	<u>766,495.73</u>	100.00%	<u>12,821,241.12</u>	100.00%
Direct Labor:				
Annuity	32,665.17	4.26%	337,706.65	2.63%
Health & Welfare	97,923.13	12.78%	977,295.34	7.62%
Apprenticeship Trust	5,358.17	0.70%	57,527.78	0.45%
Pension Fund	8,454.82	1.10%	267,752.28	2.09%
Show Expense	6,000.00	0.78%	556,524.57	4.34%
Show Labor Expense	0.00	0.00%	145,110.07	1.13%
Administrative Expense	1,153.73	0.15%	1,190.21	0.01%
Contracted Labor	740,945.05	96.67%	8,595,332.34	67.04%
Payroll Taxes	101,859.80	13.29%	1,029,649.40	8.03%
Nevada Individual Tax	0.00	0.00%	946.51	0.01%
Workers Comp	62,298.80	8.13%	491,097.63	3.83%
Liability Insurance	13,137.02	1.71%	50,728.87	0.40%
Total Direct Labor	<u>1,069,795.69</u>	139.57%	<u>12,510,861.65</u>	97.58%
Gross Profit	(303,299.96)	-39.57%	310,379.47	2.42%
Operating Expenses				
Contractors	(17,858.29)	-2.33%	213,318.95	1.66%
Employee Expense	416.25	0.05%	5,881.90	0.05%
Deferred Compensation	0.00	0.00%	(33,999.84)	-0.27%
Bank Charges	410.33	0.05%	8,230.49	0.06%
Bad Debt Write off	20,691.56	2.70%	20,691.56	0.16%
Board Meeting Expense	400.00	0.05%	1,900.00	0.01%
Depreciation & Amort.	19,206.00	2.51%	76,262.00	0.59%
Dues & Subscriptions	0.00	0.00%	4,963.39	0.04%
Accounting	6,150.00	0.80%	33,940.60	0.26%
Legal Fees	0.00	0.00%	8,004.50	0.06%
Meals & Entertainment	0.00	0.00%	709.05	0.01%
Miscellaneous Expense	1,263.18	0.16%	8,459.44	0.07%
Postage	525.67	0.07%	9,064.17	0.07%
Printing	1,041.53	0.14%	1,041.53	0.01%
Office Supplies	1,495.01	0.20%	6,346.16	0.05%
Insurance	(231.00)	-0.03%	41,189.39	0.32%
Health Insurance	(1,008.92)	-0.13%	0.00	0.00%
Other Taxes and Licenses	117.00	0.02%	8,937.91	0.07%
Rent	0.00	0.00%	10,200.00	0.08%
Repairs & Maintenance	528.91	0.07%	3,703.76	0.03%
Administrative Wages UTP	(29,955.36)	-3.91%	0.00	0.00%
Telephone	466.10	0.06%	7,028.73	0.05%

Travel & Lodging	0.00	0.00%	5,081.25	0.04%
Uniform and Custom Expenses	0.00	0.00%	2,756.44	0.02%
Total Operating Expenses	<u>3,657.97</u>	0.48%	<u>443,711.38</u>	3.46%
Earnings (loss) from operations	(306,957.93)	-40.05%	(133,331.91)	-1.04%
Other Income and (Expenses):				
Interest Expense	(1,472.73)		(11,159.18)	
Interest Income	1,121.90		9,468.88	
Total Other Income	<u>(350.83)</u>	-0.05%	<u>(1,690.30)</u>	-0.01%
Earnings (Loss) Before Income Taxes	(307,308.76)	-40.09%	(135,022.21)	-1.05%
Provision for Income Taxes:				
State Income Taxes	4,909.78		7,000.00	
Income Taxes Deferred	(90,000.00)		(90,000.00)	
Federal Income Taxes	20,000.00		20,000.00	
Total Income Taxes	<u>(65,090.22)</u>	-8.49%	<u>(63,000.00)</u>	-0.49%
Net Earnings (Loss) for Period	<u>(242,218.54)</u>	-31.60%	<u>(72,022.21)</u>	-0.56%

RFP ATTACHMENT G

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 5, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract – or any other person acting on behalf of such a person or entity – from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name UTP PRODUCTIONS, INC

Signature: 

Printed Name: LONNIE HARKNESS

Title: PRESIDENT

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

RFP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	X
Executive Summary	X
General Information and References RFP Attachment A, Part One	X
Experience, Background & Qualifications RFP Attachment A, Part Two	X
Proposed Plan RFP Attachment A, Part Three	X
Price Schedule RFP Attachment B	X
Discretionary Contracts Disclosure form RFP Attachment C	X
Litigation Disclosure RFP Attachment D	X
* SBEDA Form RFP Attachment E; and Associated Certificates, if applicable <i>Even if not applicable, this form must be submitted with Response</i>	X
* Local Preference Program Form RFP Attachment F; <i>Even if not applicable, this form must be submitted with Response</i>	X
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	X
Financial Information (Dun & Bradstreet or other financial report)	X
*Signature Page RFP Attachment G	X
Proposal Checklist RFP Attachment H	X
One (1) Original, five (5) hard copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	X

* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.