LOC/jm
12/03/15
Item No. 7

AN ORDINANCE 2015-12-03-1007

AUTHORIZING THE RATIFICATION OF AN INTERIM CONTRACT WITH UPSTAGE CENTER, INC. TO PROVIDE RIGGING SERVICES FOR THE CONVENTION AND SPORTS FACILITIES DEPARTMENT FOR AN ESTIMATED AMOUNT OF $201,000.00, FUNDED FROM THE HOTEL OCCUPANCY TAX ALAMODOME FUND.

* * * * *

WHEREAS, an offer was submitted by Upstage Center, Inc. to provide the City of San Antonio Convention and Sports Facilities Department with rigging services at the Alamodome for an estimated cost of $201,000.00; and

WHEREAS, the rigging services are required to transition from one event to another at the Alamodome and for other special projects or maintenance and repair tasks; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; **NOW THEREFORE:**

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

SECTION 1. The contract with Upstage Center, Inc. to provide the City of San Antonio Convention and Sports Facilities Department with rigging services at the Alamodome for an estimated cost of $201,000.00 is hereby ratified. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. Funding in the amount up to $201,000.00 for this ordinance is available in Fund 29016000, Cost Center 4504010001 and General Ledger 5202025 as part of the Fiscal Year 2016 Budget. Payment not to exceed the budgeted amount is authorized to Upstage Center, Inc. and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 3rd day of December, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**7 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 14C, 14D, 16, 19, 20, 23, 25, 26)**
Date:	12/03/2015
Time:	09:20:46 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the ratification of an interim contract with Upstage Center, Inc. to provide rigging services for the Convention and Sports Facilities Department for an estimated amount of $201,000.00, funded from the Hotel Occupancy Tax Alamodome Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100006756

ANNUAL CONTRACT FOR RIGGING SERVICES AT ALAMODOME

Date Issued: OCTOBER 19, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CT OCTOBER 20, 2015

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR RIGGING SERVICES AT ALAMODOME"

Offer Due Date: 2:00 PM CT, OCTOBER 20, 2015

RFO No.: 6100006756

Offeror's Name and Address

Bid Bond: NO Performance Bond: Yes Payment Bond: No Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

Staff Contact Person: LATIFAH JACKSON,
PROCUREMENT SPECIALIST II,
P.O. Box 839966,
San Antonio, TX 78283-3966
Email: LATIFAH.JACKSON@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

002 - TABLE OF CONTENTS

No table of contents entries found.

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he 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; or 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.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND:

4.1.1 The City of San Antonio is soliciting a n offer from a qualified, professional company to manage and provide rigging services (hereafter "Service" or "Services") at the Alamodome (hereafter "Facility") for the Convention and Sports Facilities Department in accordance with the specifications listed herein.

4.1.2 The City is seeking a professional management company (hereafter "Contractor") to not only perform these services, but also manage and supervise the Services to ensure the highest standards of quality and efficiency consistent with overall best value. Contractor's core business, professional qualifications, technical competence, and specialized skill and experience should demonstrate its commitment and dedication, as well as ability and willingness, to provide the Services as specified herein and competently manage and supervise its staff and other resources to provide quality Services in a consistent, efficient, safe and accountable manner. Contractor shall perform its obligations hereunder, including the management and operation of the services with integrity and good faith and consistent with the terms of this Agreement at all times. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's Services at a level commensurate with the highest standards in the industry. Quality, professionalism, customer service and safety are of paramount importance with regard to the provision of all Services under this Agreement. All services must be delivered consistently in a timely, effective and efficient manner.

4.1.3 The 65,000 seat multi-purpose Facility is one of the most versatile facilities in the world with diverse programming that includes conventions, trade and consumer shows, family and entertainment shows, community and civic events, concerts, and sporting events.

4.1.4 The Facility, in its 21st year of operation, has established a reputation for hosting events of all types and sizes. In the arena configuration (seating for 10,000-30,000), the Facility can host events such as concerts, boxing, cheer competitions, motor sports, ice shows, circuses, conventions, community and civic events, and basketball games. Examples of arena events include Women of Faith, Cheer Power, Arena Cross, Disney on Ice, and NCAA basketball. In the full-stadium configuration (seating for 40,000+), the Facility can host events such as concerts, conventions, motor sports, soccer games, football games, and trade and consumer shows. Examples of full-stadium events include the Alamo Bowl, Army All-American Bowl, Monster Jam, and Builders Showcase.

4.2 SCOPE OF SERVICES

4.2.1 The City of San Antonio is seeking a qualified, professional company to manage and provide rigging services for the Alamodome. City will provide rigging materials such as cables, chain hoist, stack chain, shackles, trusses, etc. Contractor will provide labor, tools and equipment to assemble and install rigging materials. Rigging services are provided to transition one event to another at the Facility, and for other special projects or maintenance and repair tasks.
Estimated annual staffing man-hours are as follows:

1. Rigging Supervisor 500 hours – paid at an hourly rate
2. Up Rigger 750 hours – paid at an hourly rate
3. Down Rigger 750 hours – paid at an hourly rate
4. Puller 1,500 hours – paid at an hourly rate
5. Spot Light Operator 1,200 hours – paid at an hourly rate
6. Stagehand 1,500 hours – paid at an hourly rate

4.2.2 The Contractor, in accordance with the terms, provisions and requirements of this Agreement; shall manage, perform and provide all activities and Services set out in this RFO. Modifications or alterations to this Scope of Services may be made only pursuant to prior notification and written approval of City.

4.2.3 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

4.2.4 Additionally, the City is seeking a Contractor which, in addition to the use or employment of temporary staff, shall hire, train, and retain a full-time Rigging Supervisor and a core group of professional staff who are knowledgeable and skilled in the Service requirements of the Facility. Rigging Supervisor must have and maintain the ETCP (Entertainment Technician Certification Program) Certified Rigger – Arena certification.

4.2.5 When City's facility is leased by Event Sponsors, Contractor agrees to charge Event Sponsors the same rates stated herein should Event Sponsors enter into a contract with Contractor to provide rigging services. City does not guarantee Event Sponsors will use Contractor's services.

4.3 GENERAL REQUIREMENTS

4.3.1 Contractor shall provide and designate a qualified rigging supervisor onsite at the Facility all times when performing rigging Services. Rigging Supervisor shall have the authority and knowledge to make all decisions or solve problems that may arise regarding the Facility. Rigging Supervisor shall also serve as the point of contact for scheduling questions or problems. Rigging Supervisor must be a full-time employee of Contractor and shall report to the Facility Representative for instructions prior to providing Services. Rigging Supervisor shall also be:

(i) directly responsible for the direct management of Contractor's obligations hereunder, (ii) accessible to City via phone or in-person 24 hours per day, 7 days a week,
including holidays
(iii) authorized to act on behalf of, and contractually bind, Contractor.

If City requests a change of Rigging Supervisor, Contractor shall have ten (10) days to provide an appropriate replacement. Rigging Supervisor or his designated representative shall be available in the Facility whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.

4.3.2 City shall designate a Facility Representative to serve as a liaison between the City and Contractor. In the event that the Facility Representative is unavailable, the identity of an alternate liaison for any Service Request or event shall be disclosed to Contractor prior to the start of such Service Request or event. The Facility Representative or alternate liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the facility that may impare or impede Contractor's ability to perform its Services.

4.3.3 Contractor shall perform all Services in a superior workman like manner, satisfactory to the City. No charges shall be incurred by the City for Services re-performed due to poor performance.

4.3.4 All Services provided under the Scope of this Agreement must be in accordance with the specifications and requirements listed herein and Contractor agrees that the City reserves the right to cancel this Agreement due to non-conformance, non-performance, or unsatisfactory performance.

4.3.5 City will provide a City radio for the Rigging Supervisor. Contractor shall be responsible for supplying Rigging Supervisor and all of its supervisors with handheld two-way radios for communication with their staff in a number sufficient for daily cleaning and event needs. Contractor shall procure a radio system that functions in the Facility and if requested by Facility Representative, provide to Facility staff separate radios to communicate with Contractor staff. The number of radios provided to Facility staff shall be determined by City. Contractor is responsible for the provision and maintenance of all radios. If Contractor damages or loses any City-owned radios, it will reimburse City for the entire replacement cost. Contractor's staff shall not utilize the same radio frequency as Facility when communicating amongst themselves.

4.3.6 The facility is currently pursuing an event management system that will coordinate event activities, such as required maintenance, security, first aid, and cleaning. Contractor will be required to utilize this system, once it is in place. Contractor will be responsible for purchasing any necessary electronic equipment at its own cost. An example of the type of equipment necessary would be: 1 tablet device for the Rigging Supervisor and 1 handheld device for each Supervisor working an event.

4.3.7 Contractor staff shall practice energy conservation to the greatest extent feasible for the performance of the Services herein. This includes, but is not limited to, turning off lights in unused areas except those which are centrally controlled.

4.3.8 Contractor is responsible for ensuring that rigging plots and all rigging Services conform to the Facility's load limitations, obstructions, and rigging infrastructure and specifications. Contractor shall ensure that its rigging staff have reviewed and understand all of the Facility's pertinent load limitations, drawings, blueprints, and other specifications. Contractor's rigging staff shall consult with and obtain approval from City in instances when it is

uncertain if rigging Services are in conformance, prior to the start of any such Services. City may engage the use of the architect of record, or such other firm as designated by City, to: review rigging plots;
provide drawings, blueprints and engineer's certifications, and; and address specific questions or issues with rigging Services. City shall be responsible for the payment of any professional fees associated with the use of an engineering firm to the extent the firm is under contract with the City, the use is approved by City in advance, and is on an exceptional basis to address or clarify questions or issues which have not been addressed previously or which are not readily discernible from the Facility's load limitations, drawings, blueprints and other specifications, for which Contractor's staff should already have reviewed and understand. Contractor shall not engage the use of any other engineering firm other than that designated or approved by
City to review and approve rigging plots or rigging Services.

4.4 DOCUMENTATION AND INVOICING

4.4.1 **IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.**

4.4.2 Contractor invoicing shall be based only on the rates, as submitted by Contractor in Attachment B Price Schedule, for actual Services performed based on the needs of the Facility, subject and limited to the approval of Facility Representative.

4.4.3 Prior to performance of each Service, Rigging Supervisor and Facility Representative shall establish a Service Request, the form of which is included as Attachment I, which indicates the number and type of staff, hours, rates (as reflected in the Price Schedule), and estimated costs. City reserves the right to increase, decrease, cancel or alter Service Requests up to twenty-four (24) hours prior to the start of the Service. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of Service Requests and events, but City assumes no liability for the failure to deliver notice of cancellation. Contractor shall only be paid for approved
and authorized Service Requests actually performed. Each Service Request shall have a separate accounting summary from Contractor which should include Service Requests, time cards and/or time sheets.

4.4.4 Rigging Supervisor shall keep detailed records and verification at Facility of all staffing and hours worked.
4.4.5 Contractor shall not perform any Services unless a Service Request has been prepared and approved in advance by the Facility Representative.

4.4.6 Unless specific arrangements are made between City and Contractor, all Services provided under this Agreement shall be at the request of the City and shall be invoiced to and payable only by the City. Contractor shall not use the Facility

(i) to conduct business not related to Services in the Facility, or
(ii) to provide Services directly to teams, groups, associations or performers appearing or meeting in the Facility without the prior written consent of City.

4.4.7 All invoices shall include all documentation necessary to substantiate amount invoiced, including but not limited to, copies of approved Service Requests, time sheets/time cards, and any other documentation required by City.

4.4.8 Contractor invoicing for all Services provided herein shall be billed to City on a monthly basis. Contractor shall submit detailed invoices in the format prescribed by City, by the tenth (10th) day of the month following the previous month's activity. Contractor acknowledges that upon such receipt of payment from City, such payment shall be considered full and final for Services rendered. If a prompt payment discount is offered by Contractor, days will be counted using business days, not including City approved holidays.

4.4.9 Contractor may be requested by the City to perform additional rigging Services occasionally. Labor and specifications shall be established between the Contractor and City and evidenced by a Service Request completed prior to the start of any Service.

4.4.10 All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for Services which are uncompleted, unsatisfactory, and/or which have not been approved by City in advance.

4.5 RIGGING PERFORMANCE STANDARDS

4.5.1 City shall document complaints and Facility Representative shall provide Contractor with written notice of deficiencies. This notice shall be provided to Rigging Supervisor within twenty-four (24) hours of completion of the inspection. Notwithstanding any other provisions herein to the contrary Contractor shall address and/or correct any and all deficiencies in a timeframe approved to the Facility Representative, and shall implement permanent measures or amendments to its plans to eliminate the same deficiencies in the future.

4.5.2 Contractor understands and agrees that failure to comply with any time, performance requirements, or Minimum Service Specifications in accordance with this Agreement will result in damage to City, and that it is and will be impracticable to determine the actual amount of such damage, whether in the event of delay or Non-performance. Time, completion and quality are of the essence in the performance of Contractor's duties hereunder.

4.5.3 Should Contractor's breach be of such a material nature that it interferes with City's ability to host a scheduled event at the Alamodome, or causes injury, death or damage to any person or property, whether of the City, or of a third party, City shall be entitled to collect its damages, and may exercise its termination rights.

4.6 STAFF

4.6.1 Contractor shall ensure that it has enough staff to perform the Services at all times. This shall include, but is not limited to, conducting roll-calls sufficiently in advance of the start of each Service Request or event in order to procure additional staffing, if necessary, by the start of each Service Request or event. The staff to supervisor ratio shall not exceed ten (10) staff to one (1) supervisor at any time, and there shall not be less than one (1) supervisor per Service area.

4.6.2 At a minimum, Contractor staff is required to wear uniforms, name tags, and official City identification/credentials at all times. Uniform style and color shall be approved in advance by City. Contractor is responsible for the provision and maintenance of uniforms and name tags. Contractor shall ensure that its staff is properly clad and identified at all times and shall not permit any staff to perform Services in the Facility at any time unless properly clad and identified. City shall supply to Contractor a limited number of credentials, in a form and design approved by City. At least two (2) days before any event at which Contractor provides Services, Contractor shall submit to City a list of Contractor's staff scheduled to perform Services for such event. Contractor shall not include on the list any person the City has required Contractor to expel or exclude from the Facility. Contractor is responsible for ensuring its entire temporary staff is issued City credentials and Contractor shall ensure all staff, both permanent and temporary, wear credentials at all times while in the facility. All credentials shall be deemed to be the property of the City and shall be returned to City immediately after an event, if so requested.

4.6.3 Contractor shall ensure its staff maintains a neat and clean appearance at all times. Contractor shall establish and enforce an appearance and grooming policy as well as a code of conduct for its staff. Contractor's staff should present an appearance and conduct themselves in a manner which represents the City's requirement, and Contractor's efforts, to provide Services in a professional and quality manner. Contractor shall consult with City in the formulation of any such policies.

4.6.4 All Contractor staff, including Rigging Supervisor, both permanent and temporary, shall sign in and sign out at designated security checkpoints when entering and departing the Facility, unless properly credentialed.

4.6.5 If City determines that any employee of Contractor has violated any provisions herein on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Facility. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Facility. Additionally, City reserves the right to dismiss any employee from the Facility for violations of this Agreement or City regulations, policies or procedures. City shall bear no responsibility or liability to Contractor for the dismissal of Contractor staff. Contractor shall require its staff to attend training sessions and meetings, as requested by City.

4.6.6 Contractor staff shall report to Rigging Supervisor. Rigging Supervisor must be empowered by Contractor with all necessary supervision responsibilities necessary for the performance of the Services, including but not limited to, hiring, termination and disciplinary responsibilities.

4.6.7 Contractor shall employ, train and supervise staff with appropriate qualifications and experience in sufficient numbers to provide all Services required under this Agreement. All persons engaged by Contractor in connection with the performance of the Agreement and the provision of Services hereunder, shall be the sole and exclusive employees of Contractor and shall be paid by Contractor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

4.6.8 City shall admit free of cost to the Facility, only such officers and Contractor staff as may be necessary to perform Services under this Agreement. Contractor must prohibit family members, friends and any other persons from entry into the Facility at any time.

4.6.9 The use of phones and mobile phones by Contractor's staff, whether personal or provided by Contractor, staff shall be limited to those calls or text messaging/email necessary to perform Services and/or emergency situations.

4.6.10 Contractor shall be required to conduct and document criminal background checks and drug testing of all permanent and full time staff upon hire and randomly throughout employment to ensure that Contractor's Personnel do not pose a security or health risk. Criminal background checks must include, at a minimum, misdemeanor and felony conviction information from the Texas Crime Information Center (TCIC) and National Crime Information Center (NCIC). At a minimum Contractor shall not hire, nor allow to enter the Facility, any persons convicted of any misdemeanor or felony penal provisions regarding indecent exposure, public sexual contact, or other sexual offenses, assault and other crimes involving physical harm, and theft of personal property or other crime of moral turpitude. Contractor shall not hire, retain, nor allow to enter the Facility, any persons who fail to pass drug tests for illegal drugs. Further, Contractor shall establish and maintain a drug free workplace policy. A copy of Contractor's "workplace policy" shall be submitted by Contractor within thirty (30) days of the effective date of the Agreement, which shall require all contractor's personnel under this Agreement to comply with all instructions, regulations and codes of conduct as specified by the workplace policy and any additional policies promulgated from time to time by the Director of Convention and Sports Facilities ("Director"), which will be provided on an ongoing basis. All temporary agencies who provide personnel to Contractor (personnel not employed, but used by Contractor) shall be provided with a copy of the Contractor's workplace policy, and any similar policies issued by Director. Contractor shall make every reasonable effort to not allow any employees or temporary employees who are under the influence of lawfully prescribed medicines, and which may affect the performance or safety of that person or others, to enter the Facility. Further, Contractor must only employ staff, both permanent and temporary, who are legally authorized to work in the United States (i.e. no undocumented workers) and are of at least minimum age requirements. Contractor must also only use temporary or staffing agencies which also practice and document these requirements Contractor shall have documentation available at all times of employment authorization for all Contractor's Personnel under this Agreement. Contractor shall retain all documentation required in this section in accordance with the Records Retention provisions in the General Terms and Conditions section of this RFCSP.

4.6.11 Contractor must demonstrate the ability to meet time and staffing requirements in the Agreement and be able to provide a minimum of one-hundred (100) staff at any given time upon twenty-four (24) hours notice.

4.6.12 For all Services, Contractor shall ensure staff are mechanically-inclined, highly-skilled, trained, experienced, qualified, and licensed, if necessary, to operate any Service Equipment to effectively and efficiently perform rigging Services. Contractor must include with its response, documentation of applicable training, certifications and/or licenses to perform services needed. Contractor's staff shall be required to use and operate various power tools and heavy equipment (i.e. forklifts) to perform these Services.

4.6.13 The Facility hosts events which are varied and often occur with limited turnaround time, which requires Contractor to provide Services in a limited timeframe often under stressful conditions. Contractor will often be required to provide Services and personnel on a continuous basis in order to complete the requirements for an event. Contractor shall ensure that it employs only staff who are keenly aware of and will perform all Services as expeditiously and efficiently as possible in a professional, quality and safe manner. In addition, Contractor shall ensure its staff can establish and maintain effective working relationships with all other Contractor and City staff and can manage the stresses associated with providing these Services in this type of environment.

4.6.14 If contraband is discovered, or found pursuant to a lawful search, said contraband shall be confiscated by City and said individual in possession thereof shall be removed from the Facility and replaced with other Contractor staff at no additional expense to City. Contraband consists of any substance that is prohibited in or near the Facility by City policy, or by law, including, but not limited to illegal drugs, alcohol, and the unlawful carrying or possession of weapons.

4.6.15 Contractor shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, veteran status or handicap.

4.6.16 Contractor shall warrant that all of its rigging Services supervisors and staff shall be educated, trained, skilled, experienced, qualified and licensed and/or certified, as necessary, to perform all rigging Services in the Facility. Contractor must include with its response, documentation of applicable training, certifications and/or licenses to perform services needed. The Rigging Supervisor must have and maintain the ETCP (Entertainment Technician Certification Program) Certified Rigger – Arena certification.

4.6.17 Rigging supervisors and/or staff must be able to:

(1) Plan, engineer, layout, apply and calculate formulas and principles including:

(a) Make calculations including: conversions including SI Imperial (i.e. length, weight), and; sling length and forces including single point connection, two- and three-way bridles, high/low bridle, and breast lines.

(b) Apply mathematical formulas including: algebra; geometry, and; trigonometry.

(c) Apply general principles of forces including: force/weight; vectors; two components of force; point load; uniformly distributed load; indeterminate; static load; dynamic load; shock load; environmental (i.e. wind, rain, snow, seismic), and; tilting a two-point object.

(d) Apply general principles of rigging including: breaking strength; determine object weight; design factors; working load limit; efficiency (i.e. terminations, materials); service factor; D/d ratio; fleet angle; center of gravity; load distribution (i.e. beam formulas, simple span); fall protection and rescue design procedures; risk management, and; regulations (e.g. OSHA).

(e) Identify and resolve hazardous situations.

(f) Determine object weight.

(g) Generate and interpret drawings and schedules including: conform rigging plot to Facility load limitations or obstructions; interpret Facility plans (i.e. electrical, HVAC, structural steel); interpret show plan, and; generate and interpret line set schedule (i.e. hanging plot).

(h) Provide for safe access including: personnel lifts; ladders; rope access; free climbing; fall protection, and; personal protective gear.

(i) Select rigging materials including: support structures (i.e. truss, beams, pipe, platform); lifting devices (i.e. hoists, block and fall, lever hoist); hardware (i.e. shackles, slings, wire ropes); manufacturer's recommendations and specifications, and; identify components of specific systems and understand
design properties.

(2) Implement and manage rigging Services including:

(a) Perform layout including: assign tasks to riggers; mark floor/grid; determine safety guidelines (i.e. fall protection, rescue); establish communication procedures, and; determine if adequate electrical power is available.

(b) Install rigging attachments (i.e. blocks, sheaves, anchors, points) including: assemble rigging attachment hardware (i.e. hitches, pipes, clamps, anchors); inspect assembled hardware (i.e. wire rope, slings, terminations); attach hardware to overhead structure (i.e. clamps, hitches, eyebolts, blocks); attach objects (i.e. lights, sound, scenery); attach lifting device to objects to be lifted (i.e.
fabricate taildowns, install attachment hardware, identify appropriate anchoring locations, float objects); attach assembled hardware to drop/hand line with knots (i.e. bowline, clove hitch, figure eight, sheet bend), cable puller (i.e. Klein tool), and industrial carabiners, and; install fall protection, and; verify assembly/integrity of objects to be lifted using stamped engineering drawings and allowable load charts.

(c) Inspect entire system after lifting device is attached to objects to be lifted.

(d) Operate system and perform lifting/lowering operations including: raise and lower loads; mark trim
heights; set limits; float objects; inspect entire system; perform pre-movement inspection of entire assembly; assign movement tasks (i.e. spotters, operators, communications); establish lifting/lowering zone; verify trim and load sharing; perform bump check; level objects; raise/lower objects, periodically rechecking level, and; bring load to controlled stop.

(e) Confirm operation of control system and hoist including: emergency stop mode.

(3) Provide Rigging Services for standard systems including: identify components of specific systems; understand design properties of systems; install and operate spotline sets; determine appropriate anchoring locations, and; bring load to controlled stop.

(a) Counterweight system including: attach, operate and remove balanced loads; attach, operate and remove unbalanced loads; secure loads; mark trim heights, and; alter system configurations (i.e. lengthen and shorten battens, marry arbors and battens, re-position line sets, breasting line sets,
removal of system components).
(b) Hemp system including: raise and lower loads; attach, operate and remove balanced loads; attach, operate and remove unbalanced loads; secure loads, and; mark trim heights.
(c) General powered system (i.e. dead haul, power-assisted) including: determine system capacity; verify voltage, phasing and electrical connections, and; confirm operation of emergency stop mode.
(d) Dead haul powered system (i.e. chain hoist, drum winch, line shaft) including: raise and lower loads; mark trim heights, and; set limits.
(e) Curtain/track system including: determine track configuration; determine how to hang track configuration (i.e. straight, curved); rig the curtain track for operation (i.e. Austrian, Venetian); recognize dynamic load situations; operate system; inspect system, and; identify components of curtain/track system.
(f) Fire curtain/smoke vents including: inspect system; maintain system; adhere to properties of the design, and; recognize hazardous situations.
(g) Fire curtain systems including: identify triggers (i.e. fusible links, cut the rope); identify clutch, and; raise and lower loads.

4.7 SERVICE AREAS, ASSIGNED AREAS, AND SERVICE EQUIPMENT

4.7.1 Contractor shall be assigned the following areas (hereafter "Assigned Areas") within the Facility: Rigging Supply room, Rigging storage areas, and approximately 600 sq. ft. of office space for the Rigging Supervisor. Contractor's Assigned Areas are included and incorporated herein as Attachment B.

4.7.2 Contractor is responsible for maintaining their Assigned Areas in a continuous state of cleanliness and order that exemplifies Contractor's overall commitment to and delivery of quality Services to the more public areas of the Facility.

4.7.3 Prior to the departure of Contractor staff from the Facility, Facility Representative and the Rigging Supervisor in charge shall inspect all Service areas and Assigned Areas to ensure all Service requirements have been completed satisfactorily, as determined solely by City. Contractor is responsible for ensuring that all Service requirements have been completed satisfactorily. City shall not be responsible for any additional costs Contractor incurs to complete the Service requirements completely and satisfactorily.

4.7.4 Contractor is in non-exclusive possession of the Service areas, Assigned Areas, and any City Service Equipment. Upon termination of this Agreement, without regard to how such termination may be brought about (including default by any party), Contractor shall surrender and deliver peacefully all Service areas, Assigned Areas, and any City Service Equipment utilized to provide Services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to Contractor's Service areas and Assigned Areas made by Contractor, and all permanently-affixed Service Equipment installed by City or Contractor, shall be the property of City.

4.7.5 All keys issued to Contractor shall be maintained according to policies approved by City. Liability for lost keys and re-keying costs reasonably necessary for the security of the premises and other related expenses shall be the responsibility of Contractor in the event that Contractor's staff is responsible for such lost or damaged keys.

4.7.6 At the end of each day of Contractor's operations under this Agreement and after each Service Request or event in the Facility, Contractor shall clean and organize its Assigned Areas and all Service Equipment, and remove and properly store all Service Equipment to the satisfaction of City.

4.7.7 Contractor shall be responsible for providing and maintaining for its staff essential Contractor Service Equipment and other Service Equipment as may be required or necessary, to ensure the productivity of its staff and the effectiveness of the overall rigging program. The City shall **not** provide any tools or equipment for Contractor staff use for rigging Services other than rigging equipment which is installed in or affixed to Facility.

4.7.8 City, its designated officers, employees and agents shall at all times have the right to enter into the Service areas and Assigned Areas of the Facility and to inspect same and the conduct of business by Contractor in the Facility. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by

Contractor of its business in the Facility. If Contractor fails to maintain the Service areas, Assigned Areas, or Service Equipment as provided in this Agreement, and such failure continues beyond 48 hours City shall have the right to remedy such failure and any such maintenance, or services under such circumstances shall be done for Contractor's account and at Contractor's cost and expense. Contractor shall promptly reimburse City for any such expense upon demand.

4.7.9 City reserves the unrestricted right, at its expense, to relocate any of the Service areas and Assigned Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Facility or any part thereof so long as such relocation provides Contractor with reasonably comparable areas and access within the Facility.

4.7.10 Contractor's Service Rigging Equipment, where standards have been established, shall be built to recognized
standards as per the following:

- Underwriters Laboratories
- National Electric Code
- Uniform Building Code
- National Fire Protection Agency
- Occupational Safety and Health Administration
- United States Institute for Theatre Technology
- Entertainment Services and Technology Association Technical Standards
- "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction

4.7.11 City shall furnish required utilities to the Contractor at existing outlets. Any modification to existing outlets for the Contractor's convenience shall be solely at the Contractor's expense. Prior written approval for any alteration shall be obtained from the City, who will arrange for the work to be performed and all associated costs will be borne by Contractor.

4.7.12 Contractor shall be provided one telephone line and one data line in its assigned office area at City cost to conduct local business via phone and computer related to the Agreement. City computer and telephone policy limits the use of City phone and data lines to City business. Contractor shall ensure that its employees observe this policy. Any and all costs associated with unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be deducted from the Contractor's payments. Contractor shall be billed by City on a monthly basis for long distance and/or any other charges incurred which are non standard for typical local service. Contractor has ten (10) business days from the receipt of said billing to remit payment to City.

4.8 HEALTH/SAFETY

4.8.1 Contractor's staff shall promptly report any noted hazardous conditions and/or items requiring maintenance and/or repair to City.

4.8.2 Contractor shall take proper precautions to advise and protect all persons, property and equipment within the Facility of hazardous conditions incidental to or related to the provision of Services under this Agreement. Contractor acknowledges that, as an independent Contractor, said Contractor shall incur liability for damages to property or injury or death to persons resulting directly or indirectly from Contractor's failure.

4.8.3 Contractor must keep complete and accurate inventory control records before and after each Service Request or event at which Contractor provides Services.

4.8.4 Contractor is responsible for providing and maintaining all first-aid equipment and supplies for its staff.

4.8.5 Contractor must require its staff, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, pertaining to the provision of Services.

4.8.6 Contractor shall also be responsible for providing adequate instructions and safety training for its entire staff regarding the proper use of all Rigging equipment. Contractor must update the safety manual as required and provide to City and maintain an adequate number of copies of the safety manual in the Service areas for the use of its staff.

4.8.7 Contractor shall provide and maintain all necessary personal protective equipment for its staff to ensure their maximum safety, and shall train its entire staff on the proper use and maintenance of this equipment. Examples of such personal protective equipment include, but are not limited to:

- Disposable gloves/work gloves
- Safety glasses
- Safety clothing
- Hard hats/helmets
- Face/dust masks
- Safety shoes/boots
- Rigging ropes
- Rigging harness

4.9 Rigging Definitions

4.9.1 Stewards - maintains safe perimeters underneath high work being done, maintains a safe path and perimeter around aerial work platforms, monitors the movement of aerial work platforms, assembles rigging on the ground for high work being done, attaches gear and assemblies to lines for high work being done, marks or "lays " out points on the floor and moves designators for high work (rigging points and laser plumbs), makes attachments to lifting frames, lighting trusses, audio, video and scenery for hoisting or flying, does visual and mechanical safety inspections. Must know how to interpret load limitations and possess math skill appropriate for required calculations. Down Rigger needs - situational awareness; sight, hearing, smell, and touch; good rope skills; ability to work on knees and on a ladder; must be able to identify malfunctioning or damaged rigging hardware and apparatus; must be able to lift 100lbs;good communication skills.

4.9.3 Rigger - has all of the skills and responsibility of a ground rigger and must also be able to operate an aerial work platform, or apply their trade while standing, sitting on, or hanging from an exposed structure. Up Rigger needs – must be able to identify suitable structure and attachment for rigging; must be able to lift 100 lbs; must have advanced rope skills; be able to apply rope work mechanical advantages; knowledge of materials, manufacturing methods and the proper applications of different rigging systems;. interpret load limitations and possess math skill appropriate for required calculations.

4.9.4 Hands - provides (semi-skilled) manual labor for the set-up and tear down of a show, as required by the Rigging supervisor. Stagehands should have a basic understanding of show production equipment, such as: Lighting, trussing, staging. Stagehands may also be required to operate production equipment such as Forklifts.

4.9.5 Puller – part of the rigging team responsible for "pulling" rigging equipment up to the catwalk, or rigging points.

4.9.6 Spotlight Operators - A spotlight operator is expected to be familiar with the spot light with which he or she is working, as well as be able to read through a cue sheet and/or follow directions from the lighting designer, master electrician, light board operator, stage manager, assistant stage manager, and/or any electrician. Spotlight operator positions are usually filled by stagehands or deck electricians from the load in. In these cases, the spotlight operator may have an understanding of theater lighting principles and the technical aspects of lighting. In the case of smaller shows, the light board operator may also have to operate the spot light; but this is rare, as spot light and light board operation both need attention during most parts of a show.

4.10 Rigging Tasks

4.10.1 Provide Computer Aided Design (CAD) drawings of the Facility to City clients and assist clients with rigging requirements.

4.10.2 Install, remove, repair and maintain banners, signage and other equipment inside and outside the Facility.

4.10.3 Install, remove, operate, repair and maintain Facility's curtain system.

4.10.4 Install, remove, operate, repair and maintain rigging, lighting, audio, electrical and other equipment inside the Facility, including under-balcony, structural steel, and catwalk areas.

4.10.5 Install, remove, operate, repair and maintain rigging, lighting, audio, electrical and other equipment outside the Facility, including aircraft warning lights at tops of exterior roof masts.

4.10.6 Install, remove, operate, repair and maintain spot lights, and operate house lights.

4.10.7 Establish and maintain an inventory of Facility's rigging equipment, including technical specifications and maintenance and service records. This includes ensuring chain motors, and fall protection systems if any, are inspected and serviced at least once per year, or as prescribed by City. This equipment includes, but is not limited to, chains, motors, hoists, truss, curtains, banners, motor controls and cables, and bridles.

4.11 MISCELLANEOUS

4.11.1 All trash shall be discarded properly in appropriate dumpsters or containers within twelve (12) hours after the end of a Service Request or event, or prior to the start of the next Service Request or event, whichever is sooner. Contractor shall include the Facilities Recycling program in their Daily and event operations.

4.11.2 City reserves the right to survey or collect information from tenants, clients, other contractors, guests, patrons, or any other users of the Facility regarding all aspects, including quality, of Services. City also reserves the right to require Contractor to respond to any negative or adverse responses or complaints, as determined by the City, within 48 hours of Contractor's receipt of such notice. Contractor's response must address the specific response or complaint. A pattern or history of negative survey ratings, as determined solely by City, will constitute a material breach of this Agreement.

4.11.3 Contractor shall provide Services in a first-class manner which are efficient and of a level of quality equal to or greater than industry standards. All Service Equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards.

4.11.4 Contractor must conform to all rules and regulations at any time promulgated by City with respect to the Facility; cause its officers, employees, agents, independent contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees.

4.11.5 Contractor shall be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately of any damage.

4.11.6 City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance.

4.11.7 Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or business of any of its subsidiaries or affiliates in the Facility or on the streets and sidewalks adjacent to the Facility or use the name of the Facility once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

City has explained and Contractor acknowledges that this contract is intended to be a temporary contract, to remain in effect during a period of suspension of City's current contract for the same services with a different contractor, or until a new contract is procured through a solicitation process. Therefore, this contract shall begin on October 20, 2015 and shall terminate on 10 days' written notice to Contractor, or October 20, 2016, whichever shall occur sooner.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the Items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

PERFORMANCE BOND.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. **This bond must be executed and delivered to City by November 2, 2015.**

Insurance.

A) 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 Finance Department – Purchasing Division, which shall be clearly labeled "*Rigging Services at Alamodome*" 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 be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Finance Department – Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) 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.

C) 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 $500,000/$500,000/$500,000
3. Broad form Commercial 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
5. Commercial Crime Policy	$1,000,000 per occurrence

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent 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.

E) 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn Finance Department – Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- 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;

- 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;

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

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

G) 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.

H) 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.

I) 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.

J) 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.

K) 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..

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule
Attachment B – Floor Plans of Facility with Contractor's Assigned Areas
Attachment C – Alamodome Contractor Site Rules
Attachment D – Local Preference Program Identification Form
Attachment E – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment E – Veteran-Owned Small Business (VOSB) Language
Attachment F – Non Discrimination Language
Attachment G – Service Request Form
Attachment H – Rigging Inventory
Attachment K – Event List

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. 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 Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION

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 and 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' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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' 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.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor 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 ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract 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.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor 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 Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

Severability. If any clause or provision of this contract 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 hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract 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 hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract 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.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor 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.

Non-waiver of Performance. 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. 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.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor 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 Vendor retaliate against any person for reporting instances of such discrimination. Vendor 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 City's Relevant Marketplace. Vendor 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 Vendor 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. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract 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.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer 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 offer.

Offeror Information
Please Print or Type

Vendor ID No.	
Signer's Name	MARSHALL EGGERS
Name of Business	UPSTAGE CENTER
Street Address	3302 OLD ALVIN RD
City, State, Zip Code	PEARLAND TEXAS 77584
Email Address	MARSHALLEGGERS@AOL.COM
Telephone No.	281-412-6600
Fax No.	281-412-6610
City's Solicitation No.	

Marshall Eggers
Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Attachment A - Price Schedule
Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Item	Description	Estimated Annual Quantity (A)	Hourly Rate (B)	Net Price A x B = C (C)
1	Rigging Supervisor	500	47.50	23,750
2	Up Rigger	750	47.50	35,625
3	Down Rigger	750	47.50	35,625
4	Puller	1500	27.50	41,250
5	Spot Light Operator	1200	25.00	30,000
6	Stagehand	1500	23.00	34,500

Payment Terms: Prompt Payment Discount _____% _____ days. (If no discount offered, Net 30 will apply)

When City's facility is leased by Event Sponsors, Contractor agrees to charge Event Sponsors the same rates stated herein should Event Sponsors enter into a contract with Contractor to provide rigging services. City does not guarantee Event Sponsors will use Contractor's services.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:	UPSTAGE CENTER, INC	
Physical Address:	3302 OLD ALVIN RD	
City, State, Zip Code:	PEARLAND TX, 77581	
Phone Number:	281-712-6600	
Email Address:	MARSHALL@UPSTAGEUSA.COM	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business 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 Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. 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.

BIDDER/RESPONDENT'S FULL NAME:

MARSHALL EGGERS
(Print Name) Authorized Representative of Bidder/Respondent

Marshall Eggers
(Signature) Authorized Representative of Bidder/Respondent

MANAGER
Title

10-20-15
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference 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 City 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 to a business meeting the definition of *City Business* 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.

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 and in revenue generating and concession contracts. A business meeting the definition of *City 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.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more 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 *City 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.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: _____

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	UPSTAGE CENTER, INC	
Physical Address:	3302 OLD ALVIN RD	
City, State, Zip Code:	PEARLAND TX 77581	
Phone Number:	281-412-6600	
Email Address:	MARSHALL@UPSTAGEUSA.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 250		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	(No)
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	(No)
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	UPSTAGE CENTER, INC
Physical Address:	3302 OLD ALVIN RD
City, State, Zip Code:	PEARLAND TX 77581
Phone Number:	281-330-4488
Email Address:	MARSHALL@UPSTAGEUSA.COM

Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 100

Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	(No)
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	(No)
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	(Yes)	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)	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)	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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, including the inspection of business records and site visits by City or its authorized representative. 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.

BIDDER'S / RESPONDENT'S FULL NAME:

MARSHALL EGGERS
(Print Name) Authorized Representative of Bidder / Respondent

Marshall Eggers
(Signature) Authorized Representative of Bidder / Respondent

MANAGER
Title

10-20-15
Date

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