



City of Keller RFP# 24-006
Event Production Services
Request for Best and Final Offer May 14, 2024

Thank you for your response to our RFP 24-006 for Event Production Services. After careful review and consideration of the submitted proposals, we are now entering the final phase of the evaluation process. As of the above referenced date, your company has been identified as a finalist for award of the City of Event Production Services contract. The City believes that your company is able to provide the services necessary as defined in the above referenced RFP and in your company’s proposal. As a result, the City of Keller would like to invite your company to submit a Best and Final Offer (BAFO).

Any BAFO information provided will be considered clarification of your company’s proposal to the City, and will take priority over any and all applicable sections; however, both documents will be considered as part of the contract documents to which the vendor will be accountable.


Annual Price Adjustments – Upon award of a contract, the City assumes that all renewals will be exercised as outlined in the RFP, for a total contract duration not to exceed 5 total years. Please provide your proposed maximum price increase for years 2 through 5. Annual increases shall not exceed five percent (5%) per year as outlined in the RFP.

BAFO: 5% off total price of \$50,550 making the new final offer \$48,022.50

2 % Year 2 2 % Year 3 2 %Year 4 2 % Year 5 CV INITIALS

Brain Damage Productions

Company Name
Carlos Vigoreaux

Representative Name


Signature

5/15/24
Date

Request for Proposals
Event Production Services
RFP# 24-006



Responses Due:
April 25th, 2024
3:00 p.m.
Central Standard Time



REQUEST FOR PROPOSAL

The City of Keller, Texas (the City) is soliciting sealed RFPs for **Event Production Services**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the RFP Specifications.

Pre-Proposal Conference:

Wednesday, April 17th, 2024 @10:00 a.m. online via Microsoft Teams

All proposal submissions are to be electronic only to:

<https://cityofkeller.ionwave.net/>

RFP Due Date/Time: Thursday, April 25, 2024 at 3:00 p.m. Central Time

****NO LATE BIDS WILL BE ACCEPTED****

Total Cost per Event and/or Additional Services:

Total Cost: Keller Summer Nights (per event) \$ 2,200.00 (dollars)

Total Cost: Keller Lights (one event) \$ 20,000.00 (dollars)

Total Cost: Flannel Fest (one event) \$ 3,850.00 (dollars)

Total Cost: Holly Dates (one event) \$ 8,500.00 (dollars)

Additional Services or Alternatives:

Total Cost: Live Stream Service (per event) \$ 3,000.00 (dollars)

Total Cost: LED Screen (each) \$ 3,000.00 (dollars)

Total Cost: Backline (per event) \$ 800.00 (dollars)

Total Cost: Stage (per event) \$ 3000.00 (dollars)

Total Cost: Date Night in the Park (one event) \$ 2,200.00 (dollars)

Total Cost: Additional Stage Location at Holly Days \$ 4000.00 (dollars)

CONTRACTOR INFORMATION:

Brain Damage Productions

Company name



Company representative signature

5601 Golden Triangle Blvd. apt 4128

Address

Carlos Vigoreaux

Company representative printed name

Fort Worth, Texas 76244

City, State & Zip

President

Title

817.709.0054

Area code & telephone number

04.25.24

Date

OFFICIAL SIGNATURE PAGE

***** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED *****

Scope of Services:

The City of Keller is seeking a vendor(s) to provide professional, comprehensive and fully-integrated Event Production services for City events as requested. Event locations, anticipated dates and time for FY24 are listed in this RFP. Other event dates/times will be confirmed at time of reserving services with awarded vendor. City of Keller events will utilize Keller Town Hall, Bear Creek Park, and Bates Street Park. For bidding purposes, it is estimated that the City will spend approximately \$40,000 annually for these services.

Comprehensive services will include the following:

1.1. Producer Services, Production Management and Expertise to include a primary contact with the City and who will serve as Production Manager (“PM”) / producer for the duration of the event project. Services will include but may not be limited to:

- Pre-event consultation and advising
- Assessing resources available to help realize event vision
- Oversight and management of all planned service elements
- Facilitating all contracted logistics to help execute event operations seamlessly
- Resolving unforeseen issues that arise during the production execution

1.2 Audio Production Services; services and equipment will include, but may not be limited to:

- Audio PA Systems
- Audio Mixers and Consoles
- Microphone Packages (wired, wireless, headset) and supporting elements
- Speaker Packages
- Monitor Packages
- Audio Playback
- Multi-channel Production Communication Systems (wired and wireless)
- Associated cabling and specialty equipment

1.3 Labor Services, Staff, and Training

- Contractor must provide labor services to include, but not limited to the following below.
 1. Contractor must employ, train, and supervise an adequate staff, specialists, and technicians to provide efficient, dedicated, prompt and courteous service to the City. Staff and management must be qualified with the

- technical and business expertise necessary for all events.
2. Contractor must ensure that all staff assigned to Work are continually trained in the operation of all technical systems used to provide Services.
 3. All persons working on-site will be a direct employee or subcontractor of Contractor and will be covered by all insurance requirements specified by the City.
 4. Contractor must provide adequate expert labor for delivery, rigging, setup, execution, operation, and teardown of all equipment, execution of all livestreaming, production and creative services.
 5. Contractor will ensure that all staff assigned to work with the City have up to date training in the operation of all technical systems used to provide Services.
 6. Contractor must ensure all staff adhere fully to the City safety regulations in execution of the Services and must maintain a safe working environment.
 7. Contractor and all of its Subcontractors shall comply with all applicable laws, regulations, consensus standards, and best work practices of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.
 8. Contractor must include all other labor costs including required travel expenses.

Pre-Proposal Conference & Site Visits:

A pre-proposal conference will be held on **WEDNESDAY, APRIL 17TH, 2024 at 10:00 A.M.** via Microsoft Teams, reach out to purchasing@cityofkeller.com for meeting link. **IT IS HIGHLY RECOMMENDED THAT ALL BIDDERS ATTEND THE PRE-BID CONFERENCE.** Firms may ask questions about the Request for Proposal process during this conference. Questions and answers will be made in the presence of all attendees. If a question cannot be answered during the conference, answers will be provided via written addendum distributed through Ionwave at <https://cityofkeller.ionwave.net/>. Prospective Bidders should download the bid and have questions prepared in advance of meeting.

Brand Manufacture Reference:

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support needs. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

Submittal for RFP:

The Proposal are to be submitted electronically, the Vendor shall make sure all required supporting documentation is uploaded into the Ionwave eBid system. Failure to provide requested information in this request for proposal will result in disqualification from consideration. Proposals shall be accepted until **THURSDAY, APRIL 25TH, 2024 prior to 3:00 P.M. Central Time.**

Failure to provide any of the following documents may result in your proposal being deemed non-responsive:

1. Bidder Acknowledgement Form signed by a company representative authorized to contract for the company.
2. References from last (5) completed events with a minimum of 2 of those references from a local government, chamber of commerce, or city event.
3. All forms requested and included in this bid request.

GENERAL SPECIFICATIONS

- A. The enclosed listing includes the requirements for the various stages, sound and lighting and shall be used for bidding purposes. As final preparations for the festival(s) are completed, various changes may be needed to accommodate production requests that have not been confirmed at this time.
- B. **The Contractor shall not subcontract any portion of this contract. This requirement includes, but is not limited to, the construction, operation, maintenance, and removal of the stages or screens required for these events.**
- C. Depending on the specifications on the stage structure, The City may provide a stage backdrop(s), side banners and top banner(s) to adhere to the structure. It shall be the responsibility of the Contractor shall hang both items.
- D. The Contractor shall be required to be "on-site" during all hours of the festivals to provide emergency service to repair, replace, or maintain any damage due to unforeseen circumstances.
- E. The Contractor shall provide adequate staff who can respond to immediate demands of the event so that there is no delay in operations and/or required deadlines.
- F. The Contractor shall respond to emergency repair requests immediately upon being notified. A contact person shall be assigned to the account to coordinate installations, repairs, maintenance, removals, and reinstallations with a representative of the City.

- G. The Contractor shall be required to review all technical riders for event performers to ensure that appropriate changes the production are implemented to accommodate various acts. Additionally, the Contractor will work closely with city personnel to advance national headliners and local performers on the event productions.
- H. The Contractor shall supply cellular phones, walkie-talkie, etc. for communication between the technicians and the sound manager during the events.
- I. The City shall provide power supply at all events, unless specified below.
- J. The Contractor shall be responsible and is liable for their own property during the event.

Keller Summer Nights:

Anticipated dates for 2024: June 6, 13, 20, 27 (every Thursday in June)- Keller Town Hall

Keller Summer Nights are on the dates listed above from 6:00 pm to 10:00 pm and require concert quality sound throughout the entire footprint. Rain dates are normally scheduled for a later date in time, if required. Keller Summer Nights are evening events.

- i. Provide communication to artist(s) for stage entertainment (artists are booked by City of Keller).
 - a. Communicate with artists and bands to obtain stage layout and band requirements.
 - b. Schedule load-in and sound check times with artists and bands.

- ii. Provide sound system to include, not limited to:
 - a. Eight (8) mains (preferably RCF 26A or City approved equal)
 - b. Four (4) subwoofers (preferably ES21 or City approved equal)
 - a. DB Six (6) monitors (preferably Opera 12 or City approved equal)
 - c. One (1) FOH Digital Console (preferably Yamaha or City approved equal)
 - b. One (1) FOH monitor console (Midas M32 or City approved)
 - d. One (1) DL16 Digital Mixer
 - e. Microphone Package
 - f. Bass & Guitar Amp
 - g. Computer/iPad with house music for in-between performances and playback
 - h. All necessary power cable, signal cable, instrument cables, batteries, tape, cable ramps & other associated items required and/or considered “normal” for a professional production.

Keller Lights:

Anticipated Date for 2024: July 3rd – Keller Town Hall

Anticipated Future Dates: Around July 4th, but rarely on July 4th

Anticipated Attendance: 30,000

Keller Lights is the date listed above from 4:00 pm to 10:00 pm and require concert quality sound throughout the entire footprint. Rain dates are normally scheduled for a later date in time, if required. All sound requires real-time interface without delays.

- i. Provide communication to artist(s) for stage entertainment (artists are booked by City of Keller).
 - a. Communicate with artists and bands to obtain stage layout and band requirements.
 - b. Schedule load-in and sound check times with artists and bands.

- c. Coordinate with the firework company for seamless firework and music start time.
- ii. Provide Main Stage sound system to include:
 - a. Eight (8) mains (preferably RCF 26A or City approved equal)
 - b. Four (4) fills (preferably RCF 6A or City approved equal)
 - c. Four (4) subwoofers (preferably ES21 or City approved equal)
 - d. Six (6) monitors (preferably Opera 12 or City approved equal)
 - e. One (1) FOH monitor console (Midas M32 or City approved equal)
 - f. One (1) DL16 Digital Mixer
 - g. Four (4) In-Ear Monitoring Systems (Sennheiser G4 or City approved equal)
 - h. Microphone Package
 - i. 8 - DBK5 Line Array Speakers
 - j. Computer/iPad with house music for in-between performances and playback
 - k. All necessary power cable, signal cable, instrument cables, batteries, tape, cable ramps & other associated items required and/or considered “normal” for a professional production.
- iii. Provide Keller Town Hall Stage sound system to include:
 - a. Four (4) mains (preferably RCF 26A or City approved equal)
 - b. Two (2) subwoofers (preferably ES21 or City approved equal)
 - c. Microphone package
 - d. 2 LED lighting bars
- iv. Provide Audio Delay System
 - a. Eight (8) loudspeakers (preferably JBL Line Array Speakers or City approved equal)
 - b. Four (4) Delay speakers and stand

Flannel Fest:

Date for 2024: November 2 - Bear Creek Park

Anticipated Future Dates: First Saturday in November

Anticipated Attendance: 8,000 throughout the day

Flannel Fest is the date listed above from 10:00 am to 8:00 pm and require concert quality sound throughout the entire footprint. Rain dates are normally scheduled for a later date in time, if required.

- ii. Provide communication to artist(s) for stage entertainment (artists are booked by City of Keller).
 - a. Communicate with artists and bands to obtain stage layout and band requirements.

- b. Schedule load-in and sound check times with artists and bands.
- iii. Provide sound system to include but, not limited to:
 - a. Eight (8) mains (preferably RCF 26A or City approved equal)
 - b. Two (2) subwoofers (preferably ES21 or City approved equal)
 - c. Two (2) monitors (preferably Opera 12 or City approved equal)
 - d. One (1) FOH monitor console (Midas M32 or City approved)
 - e. Small Microphone Package
 - f. Computer/iPad with house music for in-between performances and playback
 - g. All necessary power cable, signal cable, instrument cables, batteries, tape, cable ramps & other associated items required and/or considered “normal” for a professional production.

Holly Days:

Date for 2024: December 6 – Keller Town Hall

Anticipated Future Dates: First Friday in December

Anticipated Attendance: 10,000

Holly Days is the date listed above from 5:00 pm to 10:00 pm and require concert quality sound throughout the entire footprint. Rain dates are normally scheduled for a later date in time, if required.

- iii. Provide communication to artist(s) for stage entertainment (artists are booked by City of Keller).
 - a. Communicate with artists and bands to obtain stage layout and band requirements.
 - b. Schedule load-in and sound check times with artists and bands.
 - c. Coordinate with any company that is adding an extra entertainment element for seamless music start time.
 - i. Extra entertainment may include fireworks, laser shows, or other.
- iv. Provide Main Stage sound system to include, not limited to:
 - a. Eight (8) mains (preferably RCF 26A or City approved equal)
 - b. Four (4) subwoofers (preferably ES21 or City approved equal)
 - c. One (1) FOH monitor console (Midas M32 or City approved)
 - d. Microphone Package
 - e. Four (4) headset microphone (preferable Countryman or City approved equal)
 - f. Fourteen (14) LED Wash Lights
 - g. Computer/iPad with house music for in-between performances and playback
 - h. Cable ramps to connect to speakers within firework display area
 - i. All necessary power cable, signal cable, instrument cables, batteries, tape, cable ramps & other associated items required and/or considered “normal” for a

professional production.

- v. Provide sound system down Town Center Lane and Christmas Tree to include:
 - a. Four (4) monitors (preferably Opera 12 or City approved equal)
 - b. Twelve (12) Delay Speakers
 - c. Four (4) Audio Delays (PS12 or City approved equal)

- vi. Provide lights to include:
 - a. LED lights for pictures with Santa area
 - b. LED lights for front steps of Town Hall for dancers

Alternatives:

Below are items that may be added to any event.

- i. Provide Live Streaming Service of the Event
 - a. LED Screen size 9x16 and/or 8x14 (selection dependent on pricing and total event cost)
 - b. Camera Tech
 - c. Any Additional Materials or Labor needed for live streaming of entertainment at an event.

- ii. Provide Backline Bands at any given events

- iii. Provide Stage Rental around Keller Lights event date
 - a. Stage must be comparable to City owned stage
 - A. City owned stage is a Century Industries MSM2800 "Showmaster Series".
 - B. The size of the stage is 28 ft deep by 15 ft wide (not including stage extensions).

- iv. Provide Main Stage sound system for Date Night in the Park (anticipated date: first Saturday in October) to include:
 - a. Boxes
 - b. Subs
 - c. Mic Package
 - d. Audio Console
 - e. iPad with house music for in-between performances

- v. Provide Sound System for secondary stage at Holly Days to include:
 - a. Speakers

- b. Subs
- c. Mic Package
- c. Audio Console
- d. iPad with house music for in-between performances
- e. Cable ramps as needed

INSTRUCTIONS FOR RFP

Terminology - Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFP or contract (e.g., Contractor, Vendor).

1. RFP INSTRUCTIONS

- A. The Proposal are to be submitted electronically, the Vendor shall make sure all required supporting documentation is uploaded into the Ionwave eBid system. Failure to provide requested information in this request for proposal will result in disqualification from consideration. Completed RFPs will be received until 3:00 p.m., [Thursday, April 25th, 2024](#).
- B. The City WILL NOT ACCEPT an RFP response or alterations to an RFP response via Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No RFP responses received via Fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of Vendor's who have received the RFP Specifications until such RFPs have been opened.

2. SIGNATURES

All RFP responses must be signed by an authorized representative of the Contractor. Unsigned RFP responses will not be considered under any circumstances. Signatures on all RFP responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for RFP and RFP Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN RFP SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all RFP specifications and operational requirements. Should the products/services fail to meet

the specifications as required in the RFP, Contractor agrees that the City may elect to do one of the following:

- A. Reject the RFP and void the purchase as to any and all RFP items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. RFP AWARD/EVALUATION CRITERIA

- A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP, which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFPs by item, combination or groups of items, or total RFP. **Vendors submitting on an "All or None" basis must so indicate on the RFP.**
- B. The RFP award shall be based on, but not necessarily limited to, the following factors:
 - a) total price
 - b) special needs and requirements of the City
 - c) results of reference checks
 - d) Contractor's past performance with the City
 - e) City's evaluation of Contractor's ability to perform
- C. RFP's do not become contracts until they are awarded by the City Council and/or accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The proposer may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City of Keller in regard to the proposer's qualifications. The City of Keller reserves the right to reject any RFP if the evidence submitted by, or investigation of, the proposer fails to satisfy the City of Keller that the

proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
 2. The ability of the proposer to perform the work promptly or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the proposer; and
 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a RFP. Such expenses shall be borne exclusively by the proposer.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Jocelyn Wittrock, Purchasing Agent (817) 743-4030 or Pamela McGee, Finance/Purchasing Manager (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFP request to be acceptable to all Contractors in all respects.

6. **EXCEPTIONS/ALTERNATES TO RFP**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the RFP, guaranteeing authenticity. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, "**EXCEPTIONS/ALTERNATES TO RFP**" Any exceptions/alternate from specifications and alternate RFP must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to RFP may or may not be considered by the City. Changes prior to opening of RFP must be submitted before the opening deadline. Changes may be completed on Ionwave prior to closure. Time extensions will not be granted under any circumstances.

7. RFP WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the Invitation to RFP for any reason or to reject any and all RFPs, or parts of all or any specific RFP or RFPs. The City further reserves the right to accept part or all of any specific RFP or RFPs, or any combination of RFPs, and to accept any RFP or RFPs with or without trade-in.

After opening, proposers shall not be allowed to withdraw their RFPs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the RFP. Such request shall be received by the City within 1day after opening. If permitted to withdraw its RFP, the proposer shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, proposers may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Technician, P O Box 770, Keller, TX 76244; no explanation is required.

8. LATE RFPs

RFPs received after the official RFP opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the RFP. It is the policy of the City that late RFPs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late RFP is opened in the mail room by City staff in error, or the RFP invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late RFP be considered, even if opened. **Contractor is solely responsible for insuring that RFPs are received by the City on or before the RFP due date and time.**

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each RFP shall be valid for one hundred twenty (120) calendar days after the opening date of the RFP and shall constitute an irrevocable offer to the City of Keller for the 120 calendar day period. The 120 calendar day period may be extended by mutual agreement of the parties.

10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. QUANTITIES

- A. To assist in establishing a total RFP amount for RFP tabulation purposes, estimated quantities may have been listed in the specifications, or on the RFP tabulation form for each item. Proposer acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.
- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

12. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the RFP price(s) resulting in the lesser amount(s).

13. PACKING, CRATING AND CARTAGE

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
 - 1) name and address of vendor
 - 2) name of receiving department
 - 3) job site or delivery location
 - 4) complete description of material(s) shipped, including quantity
 - 5) purchase order number (if applicable)

14. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

15. DELIVERY DATE(S) AND LOCATION

The maximum number of days to deliver the product after receipt of the City's order shall be 60 days. This date may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first day following the promised delivery date.

16. IDENTICAL RFPS

In the event of two or more identical low RFPS, the RFP will be awarded as prescribed by Section 252.043 (h) of the Texas Local Government Code.

17. TERMINATION OF AGREEMENT

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
 - 1) take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.

- C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this RFP, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

18. ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

19. RFP AMBIGUITY

Any ambiguity in the RFP resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of RFP shall be construed in the favor of the City. **Proposer is solely responsible for understanding all aspects of RFP specifications and RFP instructions.**

For clarification of these specifications, call [Jordan Dawson, Recreation Supervisor at \(817\) 743-4054.](mailto:Jordan.Dawson@keller-tx.gov)

20. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written

notice will be issued. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

21. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/RFP amount will not be processed until signed change order(s) are submitted to the Finance Department.**

22. **MODIFICATIONS, AMENDMENTS AND ADDENDA**

The City shall have the right to modify the RFP specifications, instructions, and terms and conditions prior to the RFP submission deadline. The City will endeavor to notify all potential proposers that have received a copy of the RFP specifications. **However, failure to notify potential proposers shall impose no obligation or liability on the City.**

The City may publish notice of such modification or addenda in the *Star Telegram* in the same manner as the original notice may have been published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at www.cityofkeller.com. It is the proposer's responsibility to contact the City of Keller to obtain the addenda information.

23. **PATENT INDEMNITY**

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

24. **GRATUITIES/GIFTS**

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to

the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

25. RESPONSE FORM(S) TO BE USED

The RFP quote must be submitted on the form(s) provided in the RFP package in compliance with all conditions listed thereon, unless otherwise specified in the RFP specifications. RFPs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to bid on this requirement, please fill out and return the attached "STATEMENT OF NO PROPOSAL" response form.

26. SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

27. ORDERS AND PAYMENT TERMS

- A. All RFPs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of RFP. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. RFPs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.
- B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving

invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244

- C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.
- D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U.S. Post Office.
- E. The City's preferred payment method is ACH. Contractor may choose payment via ACH to Contractor's bank account. Should this payment method also be preferred Contractor is required to complete Authorization to Wire Funds form. This form is attached as Attachment II.

28. USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

29. PRICE FIXING

In submitting a RFP response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFP.

30. REFERENCES

Contractor must provide a minimum of (5) verifiable references, where services are presently being performed by their firm through contract, and have been provided for a

minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

31. CONFIDENTIALITY OF DOCUMENTS

After RFP opening, except for RFP amounts, names, and addresses of contractors, all other RFP documents and information will be deemed confidential during the evaluation process until formal action to award the RFP or reject all RFPs has been taken by the City Council. Following award of the RFP or rejection of all RFPs by the City Council, all RFPs shall then become public documents, available for public view upon written request. Copies of RFPs may then be requested by interested contractors, citizens, or City officials.

32. CONTACTS WITH CITY EMPLOYEES AND OFFICERS

In order to ensure fair and objective evaluation of RFPs, all questions related to this RFP should be addressed only to the person(s) so named herein or in the RFP Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees, or any appointed, or elected officials without prior written consent will risk elimination of the RFP from further consideration.

33. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each RFP submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each RFP. The City cannot determine for the proposer whether or not the item(s) requested in the RFP are taxable to the City. The proposer, through the proposer's attorney or tax consultant, must make such determination. Bills submitted for taxes after the RFPs are awarded will not be honored.

34. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The

notarized copies shall be delivered to the City of Keller, Attn: Purchasing Technician, P O Box 770, Keller, TX 76244 within (10) days of notification.

35. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFP/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

36. COOPERATIVE PURCHASING

Proposers agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The proposer may be asked to provide products/services, based upon the RFP price, to any other governmental entity. Proposer/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful proposer as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as proposer/vendor, agree that all terms, conditions, specifications, and pricing will apply.

[] Yes [] No _____ Initial

****Non-response to the Cooperative Purchasing Section will indicate the proposer does not wish to participate with other governmental entities.**

37. BRAND NAMES

If items for which RFPs have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. RFPs offering “equal” products will be considered for award if such products are clearly identified in the RFPs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their**

RFP that they are offering an “equal product”, their RFP shall be considered as offering a brand name product referenced herein or in the RFP specifications.

38. CONTRACT CLAUSE

All proposers understand and agree that the proposer’s response to this RFP invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

39. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor’s expense. Proposer will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Proposer shall not handle any complaints or request from citizens. Any citizens’ concerns should be directed to the City Manager, his designee, or the appropriate City Department.

40. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

41. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

42. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

43. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the City as Additional Insured where applicable. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for contractor and subcontractor, terminations, or alterations of such policies shall

be mailed to Jocelyn Wittrock, Purchasing Agent27, Finance Department, P.O. Box 770, Keller, TX 76244.

44. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

45. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

46. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall provide all workers' compensation insurance for its employees as required by law.

47. INDEMNIFICATION

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. Contractor and his subcontractors shall indemnify and hold harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

48. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

49. **BONDS**

Performance and Payment Bonds. No contract shall be effective until the following performance and payment bonds are furnished:

When Payment and/or Performance Bonds are required for public works projects, Proposer will execute separate performance and payment bonds upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: Bids under \$50,000.00 will require no bonds. Bids in excess of \$50,000.00 but less than \$100,000.00 will require bid and payment bonds. Bids in excess of \$100,000.00 will require bid, payment and performance bonds.

50. **DEBARMENT**

By submitting a RFP, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

51. **BANKRUPTCY**

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

52. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

53. PRE-ESTABLISHED CONTRACTS

The City has access to “Pre-Established Contracts” such as US Communities, State Contracts and Local Buying Agreements. The City will evaluate the RFP amount with what is offered through these contracts and determine which is the most advantageous to the City.

54. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any section regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

55. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “Conflict of Interest” questionnaire (attached). Please complete the attached questionnaire and return with the RFP specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

56. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the

business entity submits the signed contract to the governmental entity of state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this BID documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin the date of City Council award if subsequent thereto, through a one (1) year period. At City of Keller's option and approval by the vendor, the contract may be renewed for four (4) additional one (1) year periods, as further explained in Renewal Options. **The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Agent at least sixty (60) days before the expiration of the current agreement. Pricing changes shall not exceed 5% of the total annual contract value. Renewal shall be at the sole discretion of the City of Keller.**

RENEWAL OPTIONS

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for four (4) additional twelve (12) month periods, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original RFP submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, the contract will be re-RFP. The City of Keller reserves the right to re-RFP the entire contract if the pricing of the next low contractor appears to be excessive.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting an RFP for this project, I am aware of the insurance requirements outlined in these specifications (Number 42-46). If I am awarded the RFP, I will comply with all insurance requirements within 10 working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the RFP, I understand my RFP bond will be forfeited.



Signature

Carlos Vigoreaux

Printed name

Name of Company: Brain Damage Productions

Address of Company: 5601 golden triangle blvd apt 4128

City, State & Zip: Fort Worth, Texas 76244

Telephone Number: (817)709.0054 Date: 04.25.24

****THIS PAGE MUST BE COMPLETED OR RFP WILL BE REJECTED****

STATEMENT OF NO PROPOSAL

Event Production Services

RFP # 24-006

If proposer is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a RFP response for the following reason(s):
(Please check one or all that apply)**

- Specification too "restrictive", i.e., goods offered by our company do not meet stated specifications.**
- Specifications unclear (please explain).**
- We do not offer this commodity and/or service or an equivalent.**
- Insufficient time to respond to the RFP.**
- Our schedule would not permit us to perform.**

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) is encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

**REFERENCES
ATTACHMENT I**

1. Company Job Nimbus
Address 3451 Triumph Blvd Suite 650, Lhi, Utah 84043
Phone 801.874.8772 Fax _____
Contact Mark Olsom

2. Company Texas Rangers/REV Entertainment
Address 734 Stadium dr, Arlington, texas 76011
Phone 817.915.5099 Fax _____
Contact Pedro Soto

3. Company Limitless Production Services
Address 7275 NW 31st In, Miami, Florida. 33122
Phone 305.215.1415 Fax _____
Contact William Gonzales

4. Company Naples Opera
Address 2408, Linwood ave. Naples, Florida. 34122
Phone 239.404-6765 Fax _____
Contact Livio Ferrari

5. Company Sky Diamond University/ Blue Collar Conference
Address 1250 Tamiami trail N suite 212, naples, Florida. 34102
Phone 817.908.9570 Fax _____
Contact Lee Height

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP MAY BE REJECTED****