



Amendment No. 3  
to  
Contract No. NA130000030  
for  
Audio Visual and Rigging Services  
between  
Freeman Decorating Co. dba Freeman Audio Visual Solutions, Inc.  
and the  
City of Austin

1.0 The City hereby exercises an additional hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing)."

2.0 Effective April 30, 2018, the term for the hold over will be May 1, 2018 to August 28, 2018.

3.0 The City acknowledges the commission structure's "Contract Year" begins again on May 1, 2018.

4.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Total Contract Amount
Contract Period: 11/02/2012 – 11/01/2017	Revenue Contract
Amendment No. 1: Vendor name change	
Amendment No. 2: Hold over 11/02/2017 – 04/30/2018	
Amendment No. 3: Hold over 05/01/2018 – 08/28/2018	

5.0 MBE/WBE goals were not established for this contract.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Joab Vera April 6, 2018

Printed Name: Joab Vera

Authorized Representative  
Freeman Decorating Co.  
4801 Freidrich Lane Ste100  
Austin, TX 78744

Signature & Date:

Erin D Vincent 4.9.18

Printed Name: Erin D Vincent

Title: Procurement Specialist IV  
City of Austin Purchasing Office



Amendment No. 2  
to  
Contract No. NA130000030  
for  
Audio Visual and Rigging Services  
between  
Freeman Decorating Co. dba Freeman Audio Visual Solutions, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 180 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing)."

- 2.0 Effective November 1, 2017, the term for the hold over will be November 2, 2017 to April 30, 2018.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Total Contract Amount
Contract Period: 11/02/2012 – 11/01/2017	Revenue Contract
Amendment No. 1: Vendor name change	
Amendment No. 2: Hold over 11/02/2017 – 04/30/2018	

- 4.0 MBE/WBE goals were not established for this contract.

- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Joab Vera Oct. 10, 2017

Printed Name: Joab Vera  
Authorized Representative

Freeman Decorating Co.  
4801 Freidrich Lane Ste100  
Austin, TX 78744

Signature & Date:

Danielle Lord 10/12/17

Printed Name: Danielle Lord  
Title: Procurement Mgr.  
City of Austin Purchasing Office



Amendment No. 1  
to  
Contract No. NA130000030  
for  
Audio Visual and Rigging Services  
Between  
Freeman Audio Visual Solutions, Inc  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the contractor as required by contractor's business structure change by acquisition to disregarded entity.

	From	To
Name	Freeman Audio Visual Solutions, Inc	Freeman Decorating Co. dba: Freeman Audio Visual Solutions, Inc.
Vendor Code	AVW0532250	V00000913236
FEIN #		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script, reading "Cynthia Gonzales".

Cynthia Gonzales  
Corporate Contract Compliance Manager  
City of Austin, Purchasing Office

A handwritten date "4/23/13" in cursive script.

Date



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

November 1, 2012

Freeman Audio Visual Solutions, Inc.  
Todd Drackley  
4801 Friedrich Lane  
Austin, TX 78744

Dear Mr. Drackley:

The City of Austin has approved the award and execution of a contract with your company for Audio Visual and Rigging Services in accordance with solicitation RFP PAX0106

Responsible Department:	Austin Convention Center Department
Department Contact Person:	Joe Gonzalez
Department Contact Email:	Joe.gonzalez@austintexas.gov
Department Contact Telephone:	512-404-4056
Project Name:	Audio Visual and Rigging Services
Contractor Name:	Freeman Audio Visual Solutions, Inc.
Contract Number:	NA130000030
Contract Period:	11/02/2012 – 11/01/2017
Dollar Value	Revenue Contract
Requisition Number:	8200 12053000374
Solicitation Number:	PAX0106
Agenda Item Number:	26
Council Approval Date:	11/01/2012

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,  
Purchasing Office



**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Freeman Audio Visual Solutions, Inc. (“Contractor”)  
for  
Audio Visual and Rigging Services  
MA 8200 NA130000030**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Freeman Audio Visual Solutions, Inc. having offices at Austin, TX 78744 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0106.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City’s Solicitation, Request for Proposal (RFP), PAX0106 including all documents incorporated by reference

1.1.3 Freeman Audio Visual Solutions, Inc’s. Offer, dated 08/13/2012, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications

**1.3 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

**1.4 Term of Contract.** The Contract will be in effect for an initial term of sixty (60) months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

## CITY OF AUSTIN

Printed Name of

Authorized Person: Sai Xoomsai Purcell

Signature:



Title:

Senior Buyer

Date

11/01/2012

**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**Offer Sheet**

**SOLICITATION NO:** RFP PAX0106

**COMMODITY/SERVICE DESCRIPTION:** Audio Visual and Rigging Services

**DATE ISSUED:** 07/23/2012

**REQUISITION NO.:** 8200 2053000374

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 08/01/2012, 8:30 A.M., CDT

**COMMODITY CODE:** 91509

**LOCATION:** Austin Convention Center, 500 East Cesar Chavez St., Austin Texas 78701, Room "Austin Suite." Enter through Administrative Offices on Cesar Chavez.

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

**PROPOSAL DUE PRIOR TO:** 08/14/2012, 10:00 A.M., CST

Sai Xoomsai Purcell

Senior Buyer

Phone: (512) 974-2133

**PROPOSAL CLOSING TIME AND DATE:** 08/14/2012, 10:00 A.M., CST

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

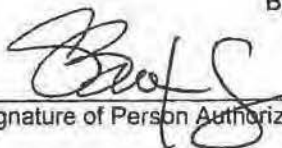
P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.



Signature of Person Authorized to Sign Offer

Sean Baxley, Regional Vice President

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** [REDACTED]

Date: 8/13/12

**Company Name:** Freeman Audio Visual Solutions, Inc.

**Address:** 4801 Freidrich Lane, Suite 100

**City, State, Zip Code** Austin, TX 78744

**Phone No.** ( 512 ) 827-3200

**Fax No.** ( 512 ) 827-3201

**Email Address:** todd.drackley@freemanco.com (Designated point of contact for Freeman RFP Response)



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
OPERATION AND MANAGEMENT OF PARKING FACILITIES  
CITY OF AUSTIN, TEXAS**

**RFP: PAX0106**

**Addendum No: 1**

**Date of Addendum: August 2, 2012**

This addendum is incorporating the following questions and answers, clarifications, and changes to the above-referenced RFP.

- 1.0 Changes to solicitation due dates as follows;
  - 1.1 **Proposal Due Prior to Time and Date is changed to 08:30 AM, August 28, 2012.**
  - 1.2 **Proposal Close Time and Date is changed to 08:30 AM, August 28, 2012.**
- 2.0 An updated Attachment List and Attachment "G" through "K" has been added to the solicitation.
- 3.0 Section 0500, item 8.1.2. reference attachment "F" is changed to reference attachment "G"
- 4.0 Section 0500, item 8.7. reference attachment "G" is changed to reference attachment "H"
- 5.0 **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Sai Xoomsai".

Sai Xoomsai, Buyer I  
Purchasing Office

08/02/2012  
Date

ACKNOWLEDGED BY:

Freeman Audio Visual Solutions, Inc.  
Vendor Name

A handwritten signature in black ink, appearing to read "Bryce".  
Authorized Signature

8/13/12  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**





**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
AUDIO VISUAL AND RIGGING SERVICES  
CITY OF AUSTIN, TEXAS**

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**RFP: PAX0106**

**Addendum No: 2**

**Date of Addendum: August 9, 2012**

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This addendum is incorporating the following questions and answers, clarifications, and changes to the above-referenced RFP.

The following questions were posed by one or more Vendors in writing or at the pre-proposal meeting held on August 1, 2012.

- 1.0 (Q) How many providers will be selected as a preferred Vendor?  
(A) Only one (1) vendor will be selected as the preferred provider.
- 2.0 (Q) Under Section 0500, item 4.3.4 states that the Preferred Vendor must provide a rigger certified by the Entertainment Technician Certification Program (ETCP) for all events requiring rigging services and/or rigging equipment, would the external providers be held to the same standard?  
(A) All vendors (preferred or non-preferred) will be held to the same standards by the Austin Convention Center Department.
- 3.0 (Q) Who approves rigging plots for Events?  
(A) Preferred and non-preferred provider(s) will be required to submit all plans to Austin Convention Center Department for approval as per section 4.1.8.
- 4.0 (Q) Has load-bearing certification been completed for the Convention Center and Palmer Events Center?  
(A) Load-bearing recertification is currently being done at the Austin Convention Center and load-bearing certification has been completed at the Palmer Events Center.
- 5.0 (Q) Has mapping points been completed for the Convention Center and Palmer Events Center?  
(A) Verification of mapping points is being done at the Austin Convention Center Department and mapping points for Palmer Events Centers are completed.
- 6.0 (Q) Will the Preferred Vendor be charged for the use of the Convention Center Department sound systems? Will the external providers be charge to use the sound system? If so, who handle the billing of the service?

- (A) Preferred Provider will not be charged patch fees related to audio visual services. External providers will be charged patch fees and utilities related to audio visual and rigging services. The ACC utility services business unit will handle all billing.
- 7.0 (Q) If the guests request podiums and lecterns, will the preferred providers be responsible for providing?
- (A) Yes, the Austin Convention Center will refer clients to the preferred provider and the client pays preferred provider directly for all equipment provided under the proposed RFP.
- 8.0 (Q) Who handles pre-function and exterior hanging of banners and signage?
- (A) The general service contractor (GSC) for the event will charge the client to hang exterior and interior banners and signage. If a client does not have a GSC then the Austin Convention Center will hang banners and signage for the client at the prevailing rate.
- 9.0 (Q) Is the expectation that preferred Vendor pay drayage fees?
- (A) Preferred Provider (vendors) will be responsible for all drayage fees (storage/shipping).
- 10.0 (Q) Under Section 0500, item 5.4, please clarify the assignment of parking for the Vendor.
- (A) The Austin Convention Center will provide up to five (5) garage parking passes and facility access passes to the Preferred Provider for exclusive use during events. Any additional parking privileges will be at prevailing parking rate. Any request for additional or long-term access passes must be approved by Director prior to execution of agreement.
- 11.0 (Q) Under Section 0500, item 4.6.3, 5.5., and 5.6., would the City be willing to provide storage space and office space for the Preferred Provider?
- (A) Section 4.6.3: The City will have no obligation to provide Contractor will permanent office or permanent storage space in City facilities; Section 5.5: The City will provide all necessary services to Contractor required to service the City facility lessees. These services may include necessary electrical, water, air conditioning, telecom, and network access. There is no provision in this section that would constitute the City providing office space for the Contractor; Section 5.6: The City will provide a limited amount of temporary storage space of Contractor's equipment that will be required to be removed from the facility at the conclusion of each event and no later than the time of termination of the Lessee's contract period.
- 12.0 (Q) Will the City be able to provide history of Event Booking (Calendar of Event) for 2011 and 2012 as well as future Event Booking of 2013 through 2015?
- (A). Yes, please see attached document "Attachment L".
- 13.0 (Q) Please clarify that attachment "A" revenue and commission statement solely refers to Audio Visual and does not include Rigging Services?
- (A) Attachment "A" reflects only audio visual revenue and commissions.
- 14.0 (Q) Is the City open to receiving expanded solution offerings in response to the RFP?
- (A) This is not a requirement of the RFP. If submitted the City reserves the right to reject all expanded solutions offering related to this RFP. The solutions should not contain any

provisions for discounts related to fees associated with audio visual and/or rigging services revenues and commission related to RFP.

- 15.0 (Q) Under Section 0500, item 8.1, please clarify the minimum annual guarantee statement.  
(A) Section 8.1 defines how the "minimum annual fee" is being calculated; on a monthly basis. This is the same as "one twelfth of the minimum annual fee paid or the service fee for such month."

16.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:



Sai Xoomsai, Senior Buyer  
Purchasing Office

08/08/2012  
Date

ACKNOWLEDGED BY:

Freeman Audio Visual Solutions, Inc.  
Vendor Name

  
Authorized Signature

8.13.12  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
AUDIO VISUAL AND RIGGING SERVICES  
CITY OF AUSTIN, TEXAS**

**RFP: PAX0106**

**Addendum No: 3**

**Date of Addendum: August 9, 2012**

This addendum is incorporating the following clarification to the above-referenced RFP.

- 1.0 The title of addendum 1 was incorrectly listed as OPERATION AND MANAGEMENT OF PARKING FACILITIES. This addendum has been used to update and reflect the correct title of Audio Visual and Rigging Services.



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
OPERATION AND MANAGEMENT OF PARKING FACILITIES  
CITY OF AUSTIN, TEXAS**

**RFP: PAX0106**

**Addendum No: 1**

**Date of Addendum: August 2, 2012**

- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Sai Xoomsai".

Sai Xoomsai, Senior Buyer  
Purchasing Office

08/09/2012  
Date

ACKNOWLEDGED BY:

Freeman Audio Visual Solutions, Inc.  
Vendor Name

A handwritten signature in black ink, appearing to read "B. B. S." or similar.  
Authorized Signature

8-13-12  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**





**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
CITY OF AUSTIN, TEXAS**

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**RFP:** PAX0106

**Addendum No:** 4

**Date of Addendum:** August 27, 2012

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This addendum is incorporating the following questions and answers, clarifications, and changes to the above-referenced RFP.

1.0 Changes to solicitation due dates as follows;

1.1 **Proposal Due Prior to Time and Date is changed** to 10:30 AM, September 5, 2012.

1.2 **Proposal Close Time and Date is changed** to 10:30 AM, September 5, 2012.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Sai Xoomsai, Buyer I  
Purchasing Office

08/27/2012  
Date

ACKNOWLEDGED BY:

Freeman Audio Visual Solutions, Inc.

Vendor Name

  
Authorized Signature

11/1/2012  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>



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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In



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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).**

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

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joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
  - B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

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parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract



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and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Friday, August 3, 2012 at 2:00pm. Please send questions in writing to Sai Xoomsai by email [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) or fax to: (512) 974-2388.

2. **INSURANCE** Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 and \$2,000,000 aggregate for coverage. A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Excess Liability. The minimum bodily Injury and property damage per occurrence are \$5,000,000 each occurrence and \$5,000,000 aggregate.
- v. All Risk. Covering improvements, trade fixtures and equipment (including fire, lighting, vandalism, and extended coverage perils) shall be at replacement value.
- vi. Liquor Liability Policy. Limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

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**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 60 months
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 60-MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

**4. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Convention Center Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

**5. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In

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addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation)** with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

**6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or

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services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

**7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be



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unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**8. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

**9. ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
  - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;

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- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
  - (3) Contractor shall submit, as a part of the request for increase, the version of the Consumer Price Index, as used by the City for Budget purposes (the Consumer Price Index – All Urban Consumers, or CPI-U) for the twelve-month period of the previous Accounting Year (hereinafter. A “CPI Adjustment”).
  - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
  - iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**10. CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Van Jobe

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Manager: Purchasing & Guest Services

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(512) 404-4047 office

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van.jobe@austintexas.gov

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**AUSTIN CONVENTION CENTER DEPARTMENT  
AUDIO VISUAL AND RIGGING SERVICES  
REQUEST FOR PROPOSAL (RFP)**

**1.0 PURPOSE**

The City of Austin ("City") seeks proposals in response to this request from individuals or firms qualified and experienced in providing quality Audio Visual and Rigging services for trade shows, banquets, family entertainment, convention events, sporting events, etc., to enter into a relationship with the City to provide those services at the Austin Convention Center (ACC) and the Palmer Events Center (PEC) (collectively, "ACCD" or "Facilities").

The scope of work consists of providing professional services as a "Preferred Provider" on a "Non-Exclusive" basis for ACCD events.

- a) Non-Exclusivity (preferred) to patch into in-house sound systems and equipment, including public address systems, on the behalf of another audio visual service providers*
- b) Non-Exclusivity (preferred) to provide other audio visual services*
- c) Non-Exclusivity (preferred) to provide or facilitate rigging services, including both labor and rental equipment (e.g. chain hoists, truss, etc.)*

The work will include providing complete audio visual and rigging services (rigging services provided through Proposer's own employees or through direct subcontracting) including equipment rentals, equipment set-up, equipment support, sales, and customer service for ACCD Lessee, as well as technical expertise, labor and advice to ACCD staff and Lessee. Additionally, the selected Proposer will provide, maintain, and manage all activities associated with the sale, installation, operation, and removal of services and equipment as requested by the Lessee Service areas include, but are not limited to, exhibit halls, ballrooms, meeting rooms, lobbies, pre-function areas, and registration areas of facility.

The selected Proposer will be responsible for marketing their services and equipment to Lessees and the City will make every effort to provide Lessee contact information to the successful Proposer. The City does not guarantee sales volume for proposed services. The City will make every effort to assist in educating Lessees of the availability of the Successful Proposer's services and equipment, but Lessees are at all times entitled to engage the audio visual and rigging services provider of their choice.

The City will enter into an arrangement with the Successful Proposer for a term of sixty-months (60) that may be canceled by the City without cause at any time after twenty-four (24) months. ACCD will administer the contract on behalf of the City. The City will have active oversight in the day-to-day operations of the Successful Proposer and final authority to direct planning, budgets, and operational issues. The goal is to provide the highest quality of audio visual and rigging services and to maximize the financial return to the City.

This RFP is inviting proposals from interested and qualified parties to be selected as the preferred and non-exclusive audio visual and rigging provider of the ACCD. The Successful Proposer will be required to enter into a contract for the services described in this solicitation. This RFP does not constitute a contractual agreement but outlines some of the key issues to be addressed in the final contract with the City.

**2.0 BACKGROUND**

The mission of the City is to provide outstanding facilities and services to our customers so they can have a positive experience. Additionally, through the hosting of conventions that bring in overnight visitors, we look to maximize the economic opportunities for the City of Austin. It is the goal of the City to secure, enhance, and increase business and to provide an environment that will cause patrons to become repeat Clients of the facilities.

ACC is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet, the ACC offers 246,097 square feet of column free exhibit space divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with

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43,300 square feet and enough space for over 3,000 guests and Clients. The ACC has 54 meeting rooms and show offices that offer 61,440 square feet located on all four levels.

PEC is located in a park setting and adjacent to the Long Center for the Performing Arts, which provides a home and venue for performing arts organizations. The PEC is 130,000 square feet, with a 70,000 square foot exhibit area capable of subdivision into two smaller exhibit areas that can be used simultaneously. The facility has two major entrances to serve each simultaneous event, one from the north adjoining Riverside Drive and the other adjacent to Barton Springs Road. The PEC is a smaller events type of facility that caters to local public events that are not large enough to utilize the ACC. In addition, there are a series of meeting rooms of approximately 7,000 total square feet used by smaller groups.

ACCD has in-house audio and distributed TV capabilities, as well as computer-dimmed meeting room lighting. These in-house systems are intended for spoken voice reproduction with automated room combining capabilities. All meeting rooms, exhibit halls, ballrooms, and public concourses have sound reinforcement capabilities. All system head end equipment is located in a central A/V room.

The ACCD averaged, over the past five years, approximately 270 events per year with attendance between 1,000 and 25,000 guests over consecutive days. In addition, the ACC provides space to major conventions, consumer shows, trade shows, sporting events, meetings, and galas for the community.

The PEC is host to smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, and sporting events. Attendance at these events typically ranges from 500 to 5,000.

Attendance may vary depending upon the type of event, the promotion of the event, competing local activities, etc. The Successful Proposer shall be prepared to provide audio visual and rigging services to events with 10 guests and to events with as many as 25,000 guests over consecutive days.

The facilities may be open to host event activities 365 days per year, generally between 6 am to 12 midnight, but may be opened earlier or later, especially during weekends. The ACCD Director, or his/her designee, retains final approval on specifics regarding location(s), size, and hours of operation.

Please see the following Attachments for additional information:

- A. Audio Visual Commission History
- B. Event and Attendance History PEC and ACC
- C. Floor Plans ACC
- D. Floor Plan PEC
- E. ACCD Rigging Guidelines
- F. PEC Rigging Diagram
- G. Sample Monthly Commission Report
- H. Schedule of Reports
- I. Equipment List and Personnel
- J. Reference Sheet
- K. Competitive Commission Proposal

### **3.0 DEFINITIONS**

- 3.1 "Accounting Period" means each calendar month. During this Contract Term, Contractor shall account to the City each Accounting Period for Gross Revenues and calculated minimum fees or percentage fees. The Accounting Periods for purposes of this Contract shall be between October 1, 2012 and September 30, 2013.

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- 3.2 "Accounting Year" means the fiscal accounting year of the City, which begins on October 1 and ends on the following September 30, or the portion thereof should this contract be terminated before the September 30 end of a full Accounting Year.
- 3.3 "Agreement" means this Agreement and all exhibits attached hereto.
- 3.4 "Audio Visual Services" means the labor, AV equipment, and materials necessary to provide Lessees of the City Facilities with: 1) audio and video reinforcement and general paging in the Ballroom, Exhibit Halls, and all Meeting Rooms of the facilities; 2) audio recording in the Ballroom, Exhibit Halls, and Meeting Rooms, including the use of the City Facilities' permanently affixed cabling, amplifiers, input, and patch boards designed for audio reproduction; 3) bi-directional video, including use of the City Facilities' permanently affixed cabling, amplifiers, patch boards, receiving, and, if necessary, transmitting satellite disks, and all other equipment designed to receive and transmit satellite transmissions and distribute same throughout the facilities; 4) visual and audio-visual projections, including use of digital video projectors, slide projectors, screens, overhead projectors, film projectors, and all other such equipment; and 5) other related services provided by Contractor, such as rental of equipment not provided in connection with the services listed above, including spotlights, mixer boards, temporary lighting, headsets, and slide duplications and developing.
- 3.5 "Audio Visual and Rigging Services Fee" or "Services Fee" means the total compensation payable by Contractor to the City for each Accounting Year for the right and privilege to provide Audio Visual and Rigging Services to Lessees at City Facilities under this Contract.
- 3.6 "Center" means the Austin Convention Center, 500 East Cesar Chavez, Austin, Texas 78701.
- 3.7 "City" means the City of Austin, Texas.
- 3.8 "City Facilities" means the ACC and PEC.
- 3.9 "Director" means the Director of the Austin Convention Center Department, or his/her designee.
- 3.10 "Department" means the Austin Convention Center Department or its successor.
- 3.11 "Effective Date" means the date this Contract goes into effect, which shall be the date sign by the City.
- 3.12 "Event Period" means installation, dismantling, and show period of Lessee's event.
- 3.13 "First Class Service" means maintaining the same or better standard of care, diligence, and professional competency as is customary in the industry for public assembly facilities of the size, type, and purpose of the Austin Convention Center and Palmer Events Center.
- 3.14 "Gross Revenues" means all monies paid or payable to the Contractor for sales made or services rendered at or from the City Facilities or from any other source related directly or indirectly to the services provided under the Contract, less any City, County, State, or Federal sales tax, gross receipts tax, or other tax that is based upon the price of a good or service and which is directly payable to the taxing authority by the Contractor. These monies shall also include any upcharge levied by Contractor to said source when subcontracting out equipment or services (e.g. rigging services) and then billing back the actual charge of the subcontractor, plus the upcharge, to the source.
- 3.15 "House Sound and Lighting Equipment" means the equipment owned by the City in the City Facilities.



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- 3.16 "Lessee" means an association, organization, group, company, or individual leasing any portion of a City Facility.
- 3.17 "M/WBE" means a Minority-Owned Business Enterprise or a Woman-Owned Business Enterprise certified by 5MBR and as defined in the Code of the City of Austin.
- 3.18 "M/WBE Program" means the City of Austin's Minority-Owned and Women-Owned Business Enterprise Procurement Program, as described in Chapters 2-9A to 2-90 of the Code of the City of Austin.
- 3.19 "SMBR" means the City's Small and Minority Business Resources Department, or its successor. 5MBR administers the M/WBE Program.
- 3.20 "PEC" means the Lester E. Palmer Events Center, 900 Barton Springs Road, Austin, Texas 78701.
- 3.21 "Minimum Annual Fee" means the minimum Audio Visual and Rigging Services Fee that Contractor agrees to pay the City each Accounting year. Periods of less than a full Accounting Year shall be prorated.
- 3.22 "Percentage Fee" means the portion of Gross Revenues that Contractor agrees to pay the City as the Audio Visual and Rigging Services Fee for an Accounting Year earned by Contractor. For an Accounting Year the Contractor will pay the greater of the Percentage Fee or the Minimum Annual Fee.
- 3.23 "Rigging Services" means all rigging services billed to Lessees for consultation, design, and package services, including third party and subcontracted services; this includes packages that entail equipment and labor.
- 3.24 "Rigging Equipment" means all equipment billed to Lessees by Contractor, including third party and rental equipment, such as chain hoists, trusses, wire rope, shackles, etc.
- 3.25 "Rigging Labor" means all labor billed to Clients for consulting, installation, and removal of services and equipment, including third party and subcontracted labor.

**4.0 SCOPE OF SERVICES**

**4.1 Equipment**

- 4.1.1 Contractor's Service and Equipment Rates, and Rental of Equipment for Lessees Contractor is responsible for developing and submitting to the Director for review, comments, and approval all equipment rentals, labor, and other rates charged to Lessees by Contractor. Contractor shall obtain approval from the Director for all Lessee discounts greater than ten percent (10%) from published schedule of rates, price quotes for equipment, or services that deviate from approved pricing policies, or quotes which are less than the cost of providing such equipment or services, prior to submitting quotes to lessees. Contractor shall be able to perform most services for Lessees with equipment available in their local inventory. Occasional rental of outside equipment may be required at the sole expense of the Vendor.
- 4.1.2 Required Equipment The Contractor shall provide equipment to include, but are not limited to microphones, audio mixers, portable audio systems, screens, LCD and Plasma monitors, cameras, projectors (all types), video conferencing, lighting elements and equipment, other visual aids (flip charts and markers, easels), and operational support equipment including but not limited to equipment carts, appropriate drapes, skirts, and masking, extension cords, connectors, and patch cords required to provide a full array of

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audio visual and rigging services to the Lessees. With regards to rigging equipment, Contractor shall be able to provide, or cause to be provided, equipment such as chain hoists, chains, trusses, motor controls, cases, fall protection equipment, straps, harnesses, and carabiners. The type and quality of the equipment listed shall be typical of a major convention center facility (i.e. up to date technology), and the condition of all equipment should be in good repair such that the equipment operates as the manufacturer intended, without the need for makeshift repairs or temporary contrivances. In addition, any support equipment that is necessary for the successful completion of work shall be provided by Contractor; this includes, but is not limited to: boom lifts, knuckle lifts, scissor lifts, fork trucks, and scaffolding.

- 4.1.3 Equipment Inventory The Contractor shall provide all equipment and supplies necessary to conduct business for which they are contracted. The Contractor will be required to submit an Equipment Inventory report semi-annually in writing or electronically on March 31 and September 30 of contract year.
  - 4.1.4 Equipment Maintenance The Contractor shall be responsible for the cost and scheduling of maintenance and upkeep of all Contractor-owned equipment, and shall have a preventive maintenance plan available for review by the City. Maintenance records for Contractor owned equipment should be available to the City with 24 hours' notice. Equipment shall be maintained and replaced, at Contractor's cost, as necessary to ensure that it is operational, functional and ready for use at all times. Maintenance shall occur according to Contractor's written preventive maintenance program.
  - 4.1.5 Equipment Inspection The City shall have the right to inspect and/or test all equipment, materials, and workmanship prior to the date when the equipment is placed in service. The City reserves the right to reject any equipment or workmanship, which is defective and fails to meet the City standards. Contractor, at his its own expense, shall promptly repair or remove and replace any defective equipment, materials or workmanship.
  - 4.1.6 Contractor's Inventory Contractor shall provide, at no cost to the City and at a minimum, audio visual and rigging equipment, supplies, and services as listed in their original submittal (Section 0600, item 1.2.15.) herein collectively defined as the "Equipment." Contractor shall provide training in the use of the Equipment as necessary, without charge to the City. Title to the Equipment shall remain with Contractor. The contractor shall reconcile equipment upon the expiration, or earlier termination, of the Contract.
  - 4.1.7 Transportation Contractor will be responsible for transporting and removal of audio visual and rigging equipment, at no cost to the City, at the conclusion of each event and no later than the time of termination of the Lessee's contract period for which Contractor's equipment, whether owned or subcontracted, has been utilized.
  - 4.1.8 Rigging Plans Contractor shall submit to Director, or his designee, rigging plans for every event that requires such services of Contractor. Rigging plans shall be submitted at least 30 calendar days prior to each event's move in, and must be approved by Director, or his designee, before any rigging can occur. If a deviation from an approved plan is necessary or suggested during move in, the Director, or his designee, must be consulted, and his approval gained, so that risk to City is minimized.
- 4.2 Services Policy and Procedure
- 4.2.1 Services Provided for City Events Should the City require the same services outlined in this agreement as would be provided a Lessee, Contractor shall, upon written request from the City, furnish all labor, materials, equipment, and services necessary, or reasonably incidental, to provide Audio Visual and Rigging Services to the City for City functions at City Facilities for the minimum of 10 free events annually. Contractor shall

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submit an accounting of such services to the City office or department requesting the services, which shall be kept on file and a running total kept. The value of such services shall be based on their regular schedule of rates (e.g. "rack" rates.) In no case shall the total value under this section exceed fifty thousand dollars (\$50,000.00).

- 4.2.2 Additional Services Provided for City Events. For any events in excess of the fifty thousand dollar (\$50,000.00) limit, Contractor agrees to provide such services to the City under this Section at a discount rate from the Contractor's regular schedule of rates and charges. Such discount shall be that which is identified in the Contractor's Competitive Commission Proposal as required in Section 0600, item 1.11.5. Contractor shall submit an invoice for such services to the City office or department requesting the services, which shall be payable within thirty days after receipt of invoice. Such discounting will only apply to services provided in the Austin Convention Center or Palmer Event Center.
- 4.2.3 Contractor's Services. Contractor agrees to provide services during the term of this Contract consistent with the Scope of Work. During all operations at City Facilities, Contractor agrees to conduct its duties consistent with the City Facilities' policies, procedures, and regulations, including those required for managing outside audio visual and rigging subcontractor operations in the City Facilities. The Contractor is responsible for submitting to the Director for review, comment, and approval any changes or additions to operational procedures or services.
- 4.2.4 Changes to Scope of Services If, during the term of this Contract, a material change, as defined below, in the scope of Audio Visual and Rigging Services required at any City Facility is planned or occurs, the Director shall give the Contractor notice of such material change. Within ten (10) business days of such notice, the parties shall meet and make good faith efforts to re-negotiate the compensation and, if necessary, staffing terms of this Contract. The parties shall have thirty days (30) following the notification to Contractor to reach agreement on amended compensation and, if appropriate, staffing provisions. If the parties fail to reach such agreement within the stated time period, either party shall have the right to terminate this Contract upon providing the other party with at least thirty (30) days' notice. Material Changes shall be any of the following:
- 4.2.4.1. Expansion of a Department facility, and such expansion requires additional audio visual and rigging service
  - 4.2.4.2. Closure of a facility
  - 4.2.4.3. Closure of a portion of a facility, if such closure reduces capacity or need for audio visual and rigging services
  - 4.2.4.4. Sale or other transfer of a Department facility to a party not controlled or owned by City
  - 4.2.4.5. Acquisition of a new Department venue that requires audio visual and rigging service
- 4.2.5 Promulgation and Approval of Audio Visual and Rigging Service Policies and Procedures The Contractor is responsible for adhering to policies, procedures, and operational programs as described in submittals that are required in Section 0600 of the RFP for Audio Visual and Rigging Services. If at any time after approval by the Director, the Contractor wishes to amend a policy, procedure, or regulation, the proposed change(s) shall be submitted to the Director for review, comment, and approval.

4.3 Personnel

- 4.3.1 The Contractor shall designate Single Point of Contact (SPOC), who shall be available and on-call 24 hours a day, including weekends and holidays. The SPOC or approved designee shall be required to be on the ACCD facilities during installation, event, and removal. The SPOC shall be a decision maker representative of the Contractor. The

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SPOC shall provide adequate management of the operations during installation, event, and removal.

- 4.3.2 The SPOC must have a minimum of two (2) years of consecutive employment in a similar operation with comparable responsibilities. The SPOC shall coordinate all audio visual and rigging services related to ACCD spaces (including event spaces, docks, storage areas or any other entry), with subcontractors, vendors, and/or Contractor's personnel. The SPOC or approved designee shall be required to be on the ACCD facilities during all operating hours.
  - 4.3.3 The City shall approve Contractor's proposed on-site SPOC throughout the term of the contract. Contractor's on-site SPOC shall have no job-related responsibilities at other venues. If the City requests a replacement for the on-site SPOC or any of the staff, Contractor shall have five (5) days to provide a temporary replacement approved by the City, and fifteen (15) days to provide the City with at least three (3) resumes of suitable candidates for such purpose.
  - 4.3.4 The Contractor shall provide a rigger certified by the Entertainment Technician Certification Program (ETCP) for all events requiring rigging services and/or rigging equipment. Such rigging personnel shall work under the ultimate direction of the SPOC, and the SPOC will be responsible for ensuring compliance with certification by ETCP.
  - 4.3.5 It is the responsibility of the Contractor to employ competent and orderly employees who are neat and clean in appearance, act in a courteous and competent manner, and treat all patrons in a respectful manner. Whenever the Director notifies the Contractor that an employee of Contractor is deemed to be incompetent or disorderly, the Contractor will investigate the concerns thoroughly, and if good cause for the Director's complaint is confirmed, shall take immediate and appropriate actions to remedy the problem(s); provided, however, such actions shall not violate any Federal, State, or Local applicable law or regulation. At all times the Director will reserve the right to remove from the premises any person or person(s) whose actions or activities are not consistent with the quality of service that the City Facilities seek to provide. The Contractor shall advise temporary employees to enter and remain on the City Facilities' premises only during events at the City Facilities and for a reasonable time prior to and subsequent to events, and only for the purpose of exercising during such events the rights and privileges herein mentioned. Contractor will recruit, employ, and train all employees for a successful audio video operation and recruit, engage, and properly manage any subcontractors used (e.g. for rigging services) to fulfill obligations of the contract. Training of the employees and/or subcontractors must include the concepts and policies of a first-class audio video and rigging operation with emphasis on high quality customer service and safety. While working in the Department facilities, Contractor's employees (and employees of subcontractors) shall wear appropriate uniforms and identification badges that will enable Lessees and Department staff to recognize them as audio video and rigging service providers. The Director must approve uniforms and identification badges.
- 4.4 Training
- 4.4.1 Orientation Seminars Contractor will sponsor annual orientation sessions for City staff to acquaint them with Contractor's complete range of services, and to provide an opportunity to demonstrate available audio visual and rigging possibilities, and the feasibility of various set-ups using the City Facilities.
  - 4.4.2 Contractor will be permitted to operate, after being trained by City staff, on a non-exclusive basis and with the approval of the City, all permanently installed audio visual and rigging equipment, including sound reinforcement and public address systems.

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Within thirty days of commencing operations at ACCD, Contractor will provide personnel to be trained on such systems. Time and location of training to be mutually agreed upon.

**4.5 Sales and Marketing**

4.5.1 The Contractor will submit a Marketing Plan, annually and within 30 days of the agreement's execution anniversary, which clearly demonstrates Contractor's ability to secure, and assist with securing, business from the ACCD customers, its exhibitors, and attendees. The Plan should include steps to be undertaken to insure, track, and report on customer satisfaction.

4.5.2 The Contractor will submit an overview of marketing resources available to Contractor. These can include, but are not limited to in-house marketing, established contracted marketing services, or shared corporate marketing services.

4.5.3 The Plan shall include, at a minimum:

- 4.5.3.1. A vision statement
- 4.5.3.2. Goals and objectives
- 4.5.3.3. Narrative of the role the Contractor expects to play in securing business
- 4.5.3.4. Description of a program to evaluate customer satisfaction
- 4.5.3.5. Website
- 4.5.3.6. Collateral material
- 4.5.3.7. Description of unique advantages of utilizing Contractor's services
- 4.5.3.8. Narrative on communication with Lessees
- 4.5.3.9. Pricing strategy
- 4.5.3.10. Sales and marketing budget

**4.6 Other Requirements**

4.6.1 Contractor's Duties – General Contractor is granted the non-exclusive right and privilege to provide audio visual and rigging services in City Facilities to Lessees who contract for Contractor's services. Contractor shall furnish all labor, materials, equipment, and services necessary for, or reasonably incidental to, the provision of audio visual and rigging services to Lessees who engage Contractor.

4.6.2 Plans The Contractor shall submit floor plans and event operations plans for each event to the Director, or his designee, for approval. Rigging plans shall be submitted to Director, or his designee, at least 30 days prior to an event's move in day.

4.6.3 Office Space Contractor, at its sole expense, shall obtain and maintain private office and storage space in the City of Austin at a location other than at the City Facilities. The City will have no obligation to provide Contractor with office or storage space in City Facilities.

4.6.4 Within thirty (30) days of the effective date of the Contract, Contractor in coordination with the City shall develop a transition plan to ensure that the Contractor will be able to take over a fully functioning audio visual and rigging services operation no later than 60-days after contract award.

**5.0 CITY OBLIGATIONS**

5.1 The Director will give the Contractor advance notice of the time and the nature of all scheduled events and such other information, as is available regarding the audio visual and rigging needs of such events. Every effort shall be made by the Director to notify the Contractor of cancellation of previously scheduled events and, when notice has been given by the Director to the Contractor,



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- the City shall assume no liability for such cancellations. The Contractor agrees to furnish full and competent service for the full period required for any event about which it has received notice.
- 5.2 The City agrees to refer all prospective Clients to Contractor as the “Preferred Provider” of audio visual and rigging services at the City Facilities. However, nothing in this Contract shall be construed to grant to Contractor any exclusive right to provide audio visual and rigging services for any event held in ACCD or City Facilities, or to require that any Client or prospective Client use the services of Contractor. The City agrees to make every effort to assist in educating facility users of the availability of the Contractor’s services and equipment but that users are at all times are entitled to engage the audio visual and rigging services Provider of their choice.
- 5.3 The City shall provide keys, keyless access devices, and City-issued identification badges to Contractor to facilitate Contractor’s access to ACCD facilities for provision of audio visual and rigging services to Clients at the time of the event (or before, as agreed to by the City). Access devices shall be assigned to Contractor’s key staff. Any additional keys or access devices required may be checked out at ACC or PEC security control desk. The City will invoice Contractor for lost keys, access devices, and identification badges per the City policy. In addition, any locks that become compromised due to the loss of a key will be re-keyed or replaced at the discretion of Director, and the resulting financial burden will be borne by Contractor. Lost keys, access devices, and identification badges should be reported immediately to Director or his designee.
- 5.4 Subject to availability of space, the City will provide Contractor’s employees with parking at ACCD Facilities at no charge during events for which Contractor is providing audio visual and rigging services. Up to five (5) parking, access cards will be assigned to Contractor’s key staff for exclusive use during events. Overnight parking or parking when not conducting business is not permitted. The City will invoice Contractor for all lost parking access cards per City policy and will invoice for all unauthorized use of parking cards at prevailing parking rate.
- 5.5 The City shall provide, at no cost to the Contractor, all available and necessary electrical, water, air conditioning, telecom, and network access required by the Contractor to service the City Facility Lessees. This benefit does not transfer to exhibitors or any other 3<sup>rd</sup> parties.
- 5.6 The City shall provide a limited amount of additional, temporary storage space of Contractor’s equipment that will be required to be removed from facility at the conclusion of each event and no later than the time of termination of the Lessee’s contract period. Such space will be allocated by the City. The City reserves the right to change location of these spaces at its sole discretion, except for the temporary use of City Facilities as necessary for the performance of Contractor’s services to Lessees. Temporary facilities may include air conditioning, electrical service, telephone service, network access, and office furniture. Upon the completion of any event for which Contractor provided services to a Lessee, Contractor shall return any areas used or occupied by Contractor during such event to the City in clean, neat, and sanitary condition, and Contractor shall restore and repair any damage to City Facilities caused by Contractor (except minimal wear or tear), or its agents, employees, or representatives.
- 5.7 City Issue Equipment. It is the intention of the parties that the Contractor has access to the City Facilities in all respects necessary for it to render the first class services required by this Contract. Per Sections 5.3, the City shall provide Contractor with keys, keyless access devices, and identification badges. City will also provide radios to facilitate communication (while on site only – radios will be checked in and out). Unaccounted for radios, keys, keyless access devices, and identification badges will be invoiced back to Contractor per City policy.

**6.0 PROVISIONS GOVERNING USE OF CITY FACILITIES**

- 6.1 Use of Premises Contractor agrees to use the City Facilities exclusively to provide the Audio Visual and Rigging Services described in this Contract and for no other purpose. Contractor has



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examined the City Facilities and is satisfied with the physical condition of same, and by taking possession, covenants that they are in good repair and condition.

- 6.2 Improvements The parties agree there are no "leasehold improvements" required to be made by Contractor under this Contract and that Contractor shall not make such improvements without the prior written authorization of the City.
- 6.3 City's Right of Entry Nothing herein contained shall be held to limit or qualify the right of the City to the free and unobstructed use, occupation, and control of the City Facilities and the ingress and egress for itself, its employees, lessees, and the public. Representatives of the City shall have the right to enter, at reasonable times and in a reasonable manner, upon and have access to all spaces occupied by the Contractor.

**7.0 COMPENSATION TO THE CITY**

- 7.1 Services Fees In consideration for being granted the right and privilege to provide Audio Visual and Rigging Services to Lessees at City Facilities, Contractor agrees to pay the City during each Accounting Year or upon contract termination, an Audio Visual and Rigging Services Fee equal to the greater of the Percentage Fee or the Minimum Annual Fee, for such Accounting Year. Actual payments will be made in monthly installments.
- 7.2 Payment of Services Fees The City shall invoice for and Contractor shall pay the greater of one twelfth of the Minimum Annual Fee OR the Percentage Fee within 30 days of receiving the Accounting Statement as described in Section 8.1.

**8.0 ACCOUNTING AND RECORD KEEPING**

- 8.1 Accounting Statement Within fifteen (15) days after the end of each month during the term of this Contract or upon Contract termination, Contractor shall provide to the Director or his designee an accounting of Gross Revenues under this Contract for such month. The accounting shall be prepared in accordance with generally accepted accounting principles of the United States of America, and shall include an Accounting Statement that detail events for period, gross revenue for each event, and audio visual and rigging service fee (including any subcontractor up charge) for each event as separate line items with balances totaled. Audio Visual services shall be tallied separately from Rigging services. If the Accounting Statement shows that the Percentage Fee due the City for such month is greater than one twelfth of the Minimum Annual Fee paid, or that the Services Fees for such month have otherwise been underpaid, Contractor shall pay the City the difference with the Accounting Statement.
- 8.1.1 No fee, income, or revenue of any kind shall be collected by Contractor from the City Clients that is not represented on such statements submitted to the City. Such fee, income, or revenue will be subject to the commission structure as set forth in the final contract between the City and Contractor.
- 8.1.2 At a minimum, the statement shall include information as found in Attachment F
- 8.2 Lessee Billing Unless otherwise agreed by the City, Contractor shall be solely responsible to invoice Lessees for the amounts due Contractor, including sales tax, for performance of Audio Visual and Rigging Services, and to collect such amounts from Lessees. However, if requested by a Lessee and if the City and Contractor agree, the City may include Contractor's charges for Audio Visual and Rigging Services in the Lessee's overall event billing from the City. In that case, Contractor shall provide the City with a detailed statement of account for the services provided such Lessee upon conclusion of the event, and Contractor shall submit an invoice to the City for such amount. The City shall pay Contractor the amount owed Contractor for performance of Audio Visual and Rigging Services within thirty (30) days after receipt of payment from the Lessee. The City shall promptly notify Contractor if Lessee disputes Contractor's charges, and Contractor agrees to use its best, commercially reasonable efforts to resolve such billing dispute

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with the Lessee. In no event shall the City ever be liable to Contractor for payment of Contractor's charges for performance of audio visual and rigging services for a Lessee at a City Facility, except to remit to Contractor amounts due Contractor from a Lessee collected by the City. Nor shall the City ever be obligated to file suit to collect any amount owed Contractor by a Lessee. Contractor assumes all risk of payment or collection of its charges. The City shall notify Contractor if it is unable to collect Contractor audio visual and rigging charges, and shall assign to Contractor all rights of collection against Lessee concerning such Contractor audio visual and rigging charges.

- 8.3 Payment Except as otherwise provided in this Contract, Contractor shall pay all monies due City within thirty (30) days after receipt of invoice. A check in the full amount will be made payable to "City of Austin," and shall be sent to the following address: Attn: Convention Center, P.O. Box 1088, Austin, Texas 78767-1088, or to such other address as the City may direct Contractor in writing.
- 8.4 Late Payments If any payment required to be made by Contractor is not received by the City within (30) business days of the due date, interest shall accrue at the lesser of one and one half percent (1.5%) per month, or the maximum lawful rate, on the amount outstanding from the payment due date until paid in full. If any check tendered by Contractor in payment of Services Fees or other charges under this Contract is not honored upon presentment by Contractor's Bank, the City may, upon notice to Contractor, require all future payment be made by certified check, money order, or other means to ensure payment of good funds.
- 8.5 Records During the term of this Agreement, Contractor shall maintain full and accurate records of all Audio Visual and Rigging Service operations, receipts and reports, which records shall be in a form satisfactory and at all times available to the Director or his designee. Such records shall be retained by Contractor for a minimum of three (3) years after the termination of the Agreement.
- 8.6 Underpayment If the Accounting Statement shows that the Audio Visual and Rigging Service Fee (including subcontractor up charge) or Monthly Commission due the ACC for such accounting period (monthly or annually) have otherwise been underpaid, the Contractor shall pay the ACC the difference during the next Accounting Statement due date. There will be a five percent (5%) penalty assessed on the amount of the shortage. Should the amount of underpayment continue to the next Accounting Statement, the penalty will increase by an additional 5% (total of 10% of the shortage). For each Accounting Statement thereafter in which the underpayment is not corrected and paid, the penalty assessed will continue to increase by 5%. The ACCD will prepare an invoice each accounting period for Contractor that details the underpayment and resulting penalties.
- 8.7 Reports The Contractor will be required to submit reports that include financial reports, operational reports, accident reports and logs, sales reports, commission reports, and equipment maintenance reports. Please see Attachment G for a schedule of reports.
- 8.8 Rate Review On an annual basis, the Contractor will be required to conduct a review of their rates in relation to industry standards and in relation to similar service providers in competitive national and regional convention center facilities. The Annual Review will be submitted to the City no later than June 1 of each calendar year and, along with a written justification, will be considered in any requests to modify and/or increase rates charged to Clients for Fiscal year beginning on October 1 of calendar year. The City may, from time to time, request additional reports; such requests will not be unreasonable and should be met with good faith efforts on the part of the Contractor.
- 8.9 Lessee Payment Contractor shall accept major credit cards, company checks, and cash as methods of payment.

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- 8.10 Proceeds The Contractor shall collect all proceeds from the operation of the audio visual and rigging services and maintain accurate records and reports with respect to such proceeds (categorized into such categories as the City may reasonably require) and deposit such proceeds on a daily basis into such account(s) as the City may require. In so doing, the Contractor shall institute such security, inventory, supplies and other control procedures as the City may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies and other products used in providing audio visual and rigging services.
- 8.11 Audits
- 8.11.1 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.
- 8.11.2 Annual Certified Audit Independent, certified audits of Contractor's operations, performed by a Certified Public Accountant or firm, shall be submitted by the auditor to the Director by January 31st following each Accounting Year. The first audit shall be due January 31, 2014, and the final audit due January 31, 2018. Prior to the City's review and approval of a selected auditor, the auditor must provide the firm's latest peer review and agree to allow the City to conduct a follow-up peer review (upon completion of an audit) at the request of the City Auditor. In the event an audit reveals a shortage in commissions due the City of more than three percent (3%) of the total commissions paid to the City for that Accounting Year, interest on the underpaid balance shall be due the City at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. Contractor shall address any findings in the Annual Certified Audit and provide to the Director a written response to the findings and an action plan on how and when the findings will be remedied within thirty (30) days of the release of the findings.
- 8.11.3 Right To Audit. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Agreement.

**9.0 MISCELLANEOUS PROVISIONS**

- 9.1 Non-Exclusivity It is understood and agreed that nothing in this Contract shall be construed to limit the rights of the City to provide similar services and conduct similar business as those to be performed by Contractor, or preclude the City or any of its Lessees from contracting with persons other than Contractor for the same or similar services and conditions as provided herein.
- 9.2 Contractor's Contracts Contractor shall prepare, at its own expense, such contract forms as may be necessary to provide for the various services, which it may furnish to the Lessees. The Director reserves the right to review and approve the form and content of said contracts.
- 9.3 Control of Building The buildings and premises, including keys thereto, shall at all times be under the control of the Director, or other duly authorized representatives of the City, and the City shall have the right to enter the premises at all times during the period covered by this Contract.
- 9.4 Storage In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the City Facilities, either prior to, during, or subsequent to the use of the City Facilities by Contractor hereunder, the City and its officers, agents, and employees shall act

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solely for the accommodation of Contractor, when possible, and City or its agents, officers, or employees shall not be liable for loss, transport cost, damage, or injury to such property.

- 9.5 Obstructions No portions of the sidewalks, entries, passageways, vestibules, halls, elevators, ways, or access to public areas of the premises of City Facilities shall be obstructed by Contractor or its agent or caused to be obstructed by Contractor or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. The doors, windows, skylights, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors, passageways, air circulation vents, and house lighting attachments, shall in no way be obstructed by Contractor or its agents. The water closets and plumbing system shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage occurring as a result of any misuse of any portion, facility, or equipment of the City Facilities, shall be paid for by Contractor as a reimbursable cost.
- 9.6 Signs and Posters Contractor shall not do, or permit to be done, upon said premises anything that will tend to injure, mar, or in any manner deface said premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, or screws into any part of the City Facilities, including parking lots, and will not make or allow to be made any alterations of any kind to said building or any equipment or facilities thereof. Contractor shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, or cards of any description on any part of the premises of the City Facilities, except upon the regular billboards provided for such purpose by the City, and Contractor will use, post, or exhibit only such signs as are approved by the Director.
- 9.7 Advertising and Soliciting The City retains the authority to examine and approve or disapprove of any and all aspects of Contractor's advertising, promotional activities, signs, uniforms, insignia, and name related to City Facilities operations. Contractor is permitted and encouraged to engage in such reasonable advertising, solicitation, and promotional activities to realize the full potential of the City Facilities use herein granted, and a link on City's web site to Contractor's web site as well as a link to an information page on City's web site that describes Contractor's service offerings. Contractor may solicit and receive requests to schedule exhibits, conventions, or other activities in the City Facilities provided that all such requests are approved by the City Facilities' scheduling authorities.
- 9.8 Quality of Service It is the intention of the City that the City Facilities' Audio Visual and Rigging Service are of the highest quality attainable. The parties agree that the City shall have the power to set standards for and to review and approve or disapprove of Contractor's activities, operations, and conditions which may adversely reflect upon the City Facilities. The City shall have the right to require that any undesirable practices be remedied or discontinued. Failure of Contractor to take appropriate action after notification from City may result in the termination of this Contract.
- 9.9 Coordination Contractor shall employ and retain on City Facility premises during events for which Contractor has been hired to provide audio visual and rigging services such managers as may be necessary to serve as liaison with City staff and Lessee representatives, and to be empowered to receive and act upon all complaints, suggestions, or requests that may arise from persons attending the event, Lessee representatives, or City staff. Contractor shall arrange for floor communication units to facilitate service orders or contact with service employees on the exhibit floor. Contractor shall maintain a 24-hour telephone contact number in case of a show or exhibit emergency requiring Contractor's services.
- 9.10 Permits and Licenses Contractor is responsible, at its own cost and expense, to acquire, maintain, and renew during the entire term of this Contract all permits and licenses which may be required by applicable laws, ordinances, and regulations.

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- 9.11 Taxes Contractor agrees that it will pay any and all lawful taxes upon personal property and improvements and all other lawful taxes levied against the property, income, equipment, or operations of Contractor. Delinquency in paying any such tax may be cause for termination of this Contract.
- 9.12 Compliance with Laws Contractor shall comply with all laws of the United States, of the State of Texas, all ordinances of the City of Austin and Travis County, and all rules and regulations established by any authorized officer or department of said entities and Contractor will not suffer or permit to be done anything on City Facility premises in violation of any such laws, ordinances, rules, or regulations during the Term of this Contract.

**10.0 GENERAL REQUIREMENTS**

- 10.1 The Contractor will be required to meet all the General Requirements.
- 10.2 It is the expectation that the Contractor shall operate the audio visual and rigging services operation in such a manner consistent with audio visual and rigging services operating standards and best practices utilized in the hospitality and public assembly facility industry. All services of Contractor shall be of the highest standard of quality.
- 10.3 The City shall render decisions on all questions that may arise as to the acceptability of services rendered, levels of staffing, prices, equipment suitability, manner of performance, questions that arise as to the interpretation of the terms and conditions of this RFP, and all questions as to the acceptable fulfillment of the contract.
- 10.4 Contractor warrants and agrees that neither Contractor nor any person or entity under Contractor's control, including but not limited to, an officer, agent, employee, or subcontractor, shall provide any service or conduct any business in ACC or PEC which competes or conflicts with any service or business exclusively provided by the City.
- 10.5 The Contractor shall not subcontract from a Client's invoice more than ten percent (10%) of services, labor, and equipment rentals under the ACCD Client contract (including work of subcontractors) without the written consent of Director. This includes the application of such discounts on a line item basis.

ATTACHMENT (A)  
ACCD Audio Visual Services Commissions  
FY 09 - FY 12

ACC 2009

FY 2009	Gross Revenue	12% Commission
October 08	53,512.85	6,421.54
November 08	158,704.07	19,044.49
December 08	72,612.00	8,713.44
January 09	338,402.18	40,608.26
February 09	300,953.27	36,114.39
March 09	335,529.61	40,263.55
April 09	231,471.97	27,776.64
May 09	211,491.05	25,378.93
June 09	218,880.57	26,265.67
July 09	160,883.58	19,306.03
August 09	105,318.76	12,638.25
September 09	63,756.45	7,650.77
	2,251,516.36	270,181.96

ACC 2011

FY 2011	Gross Revenue	12% Commission
October 10	220,797.99	26,495.76
November 10	267,077.33	32,049.29
December 10	62,264.33	7,471.72
January 11	96,711.08	11,605.33
February 11	481,366.08	57,763.93
March 11	407,951.15	49,291.97
April 11	664,226.87	79,551.83
May 11	171,538.94	20,584.68
June 11	224,502.95	26,940.35
July 11	177,261.83	21,271.42
August 11	138,119.50	16,574.34
September 11	34,176.23	4,101.15
	2,945,994.29	353,701.77

ACC 2010

FY 2010	Gross Revenue	12% Commission
October 09	83,853.95	10,062.47
November 09	231,882.35	27,825.88
December 09	140,178.95	16,821.47
January 10	37,336.54	4,480.38
February 10	357,332.96	42,879.96
March 10	309,799.35	37,175.92
April 10	202,584.53	24,310.14
May 10	140,767.96	16,892.16
June 10	177,789.14	21,334.70
July 10	98,484.12	11,818.09
August 10	288,023.53	34,562.82
September 10	79,473.47	9,536.82
	2,147,506.85	257,700.82

ACC 2012

FY 2012	Gross Revenue	12% Commission
October 11	700,217.25	84,026.07
November 11	307,951.83	36,954.22
December 11	52,470.79	6,296.49
January 12	61,972.33	7,436.68
February 12	301,698.00	36,203.76
March 12	508,279.99	60,993.60
April 12	194,007.00	23,280.84
May 12	274,636.00	32,956.32
June 12		0.00
July 12		0.00
August 12		0.00
September 12		0.00
	2,401,233.19	288,147.98

ATTACHMENT (B)  
Event Type and Attendance (ACCD and PEC)  
FY 09 - FY 12

ACC 2009

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	41	740	30,355
Consumer Show	14	13,357	187,000
Convention	43	3,369	144,866
Food & Beverage	8	856	6,850
Other	51	1,037	52,892
Trade Show	7	1,021	7,150
TOTAL	164	2,617	429,113

PEC 2009

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	25	1,321	33,025
Consumer Show	52	3,534	183,751
Convention	5	2,231	11,155
Food & Beverage	15	1,774	26,605
Other	11	2,107	23,175
Trade Show	8	3,578	28,620
TOTAL	116	3,579	306,331

ACC 2010

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	50	265	13,268
Consumer Show	14	9,786	137,000
Convention	36	2,974	107,047
Food & Beverage	14	695	9,730
Other	36	516	18,590
Trade Show	6	2,017	12,100
TOTAL	156	1,909	297,735

PEC 2010

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	24	1,097	26,333
Consumer Show	47	3,739	175,715
Convention	1	20,000	20,000
Food & Beverage	18	1,495	26,910
Other	18	2,767	49,810
Trade Show	4	1,530	6,120
TOTAL	112	2,722	304,888

ACC 2011

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	53	638	33,837
Consumer Show	11	9,045	99,500
Convention	36	5,787	208,330
Food & Beverage	13	527	6,850
Other	37	1,003	37,106
Trade Show	9	2,653	23,875
TOTAL	159	2,575	409,498

PEC 2011

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	39	506	19,725
Consumer Show	48	4,561	218,940
Convention	1	2,000	2,000
Food & Beverage	13	1,789	23,260
Other	74	3,717	275,045
Trade Show	4	1,250	5,000
TOTAL	179	3,039	543,970

ACC 2012 Tentative & Definite Combined

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	42	875	36,751
Consumer Show	18	9,761	175,700
Convention	39	7,869	306,885
Food & Beverage	10	620	6,204
Other	32	1,121	35,866
Trade Show	8	6,875	55,000
TOTAL	149	4,137	616,406

PEC 2012 Tentative & Definite Combined

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	44	407	17,926
Consumer Show	44	4,808	211,555
Convention	2	243	10,700
Food & Beverage	15	495	21,780
Other	69	6,008	264,350
Trade Show	3	102	4,500
TOTAL	177	12,064	530,811



Radisson  
Four Seasons



Willie Nelson  
Blvd.

Hampton Inn  
& Suites

3rd St.

Courtyard  
Marriott

ONE WAY>>>> Trinity Street ONE WAY>>>>

BUS LOADING/UNLOADING

BUS LOADING/UNLOADING

Palazzo

2

3

1

EH-1

EH-2

EH-3

EH-4

Solar  
Atrium

1

2

A

B

C

FE

LOADING DOCKS

2 3 4 5 6 7 8 9 10

Access Ramp

Access Ramp

Access Ramp

FE

LOADING DOCKS

12 13 14 15 16 17 18 19

EH-5

SERVICE YARD

South Gate

North Gate

Cesar Chavez Street

CIRCLE DRIVE

Rotunda

N

<<<< ONE WAY Fourth Street >>>> ONE WAY  
Fourth Street / Metro Rail Station

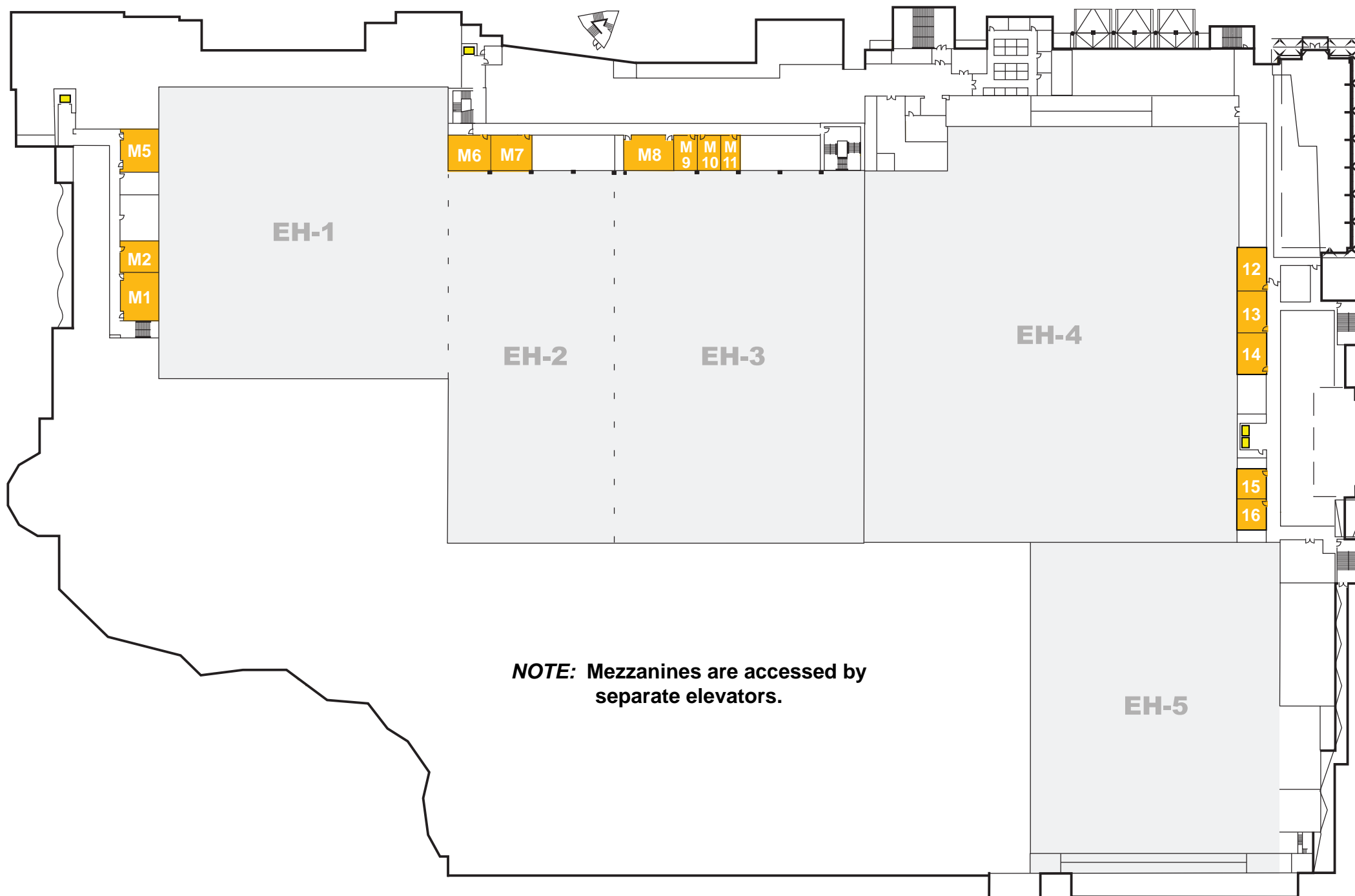
Nueces St.

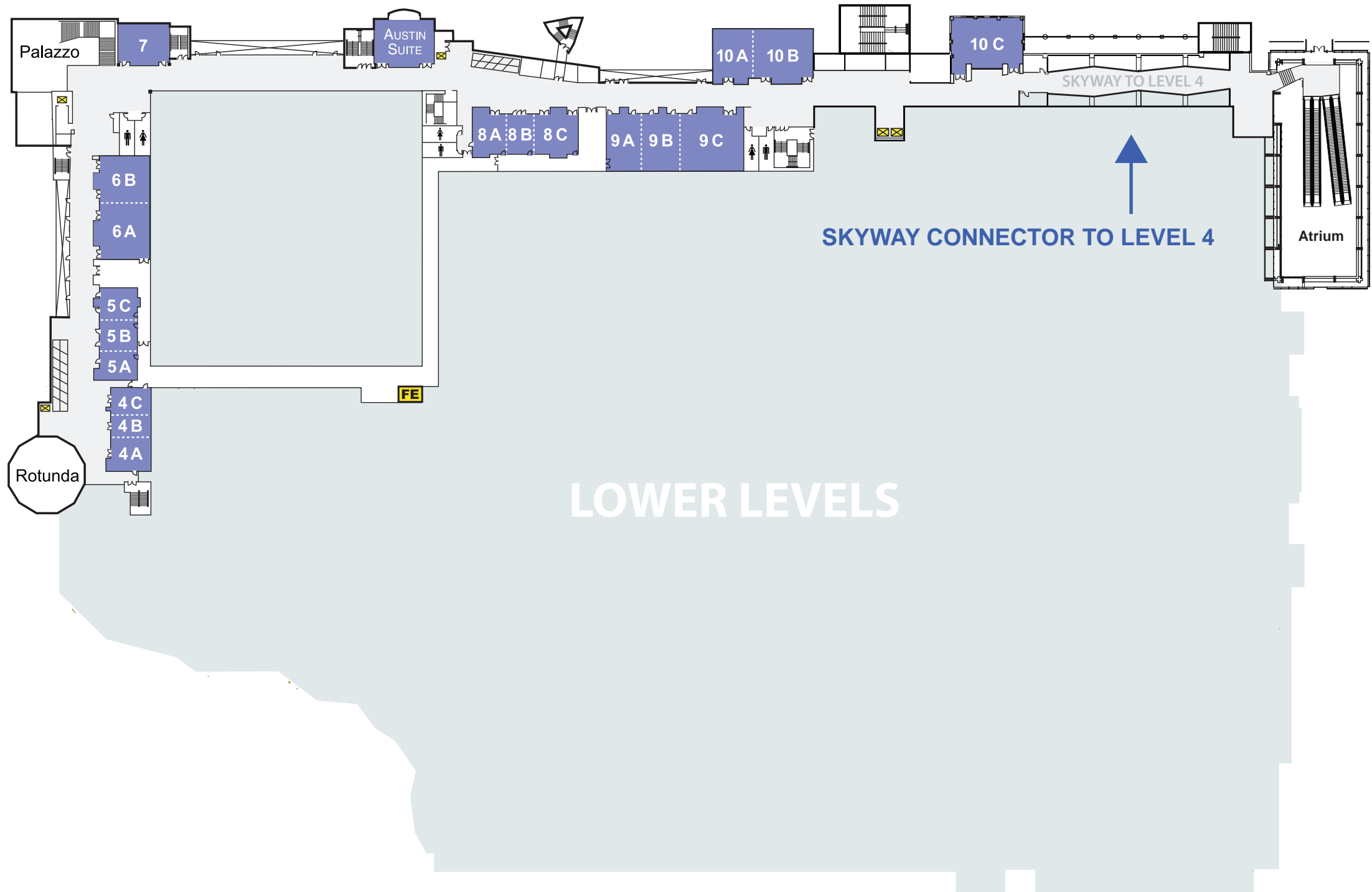
Hilton  
Austin

Red River Street

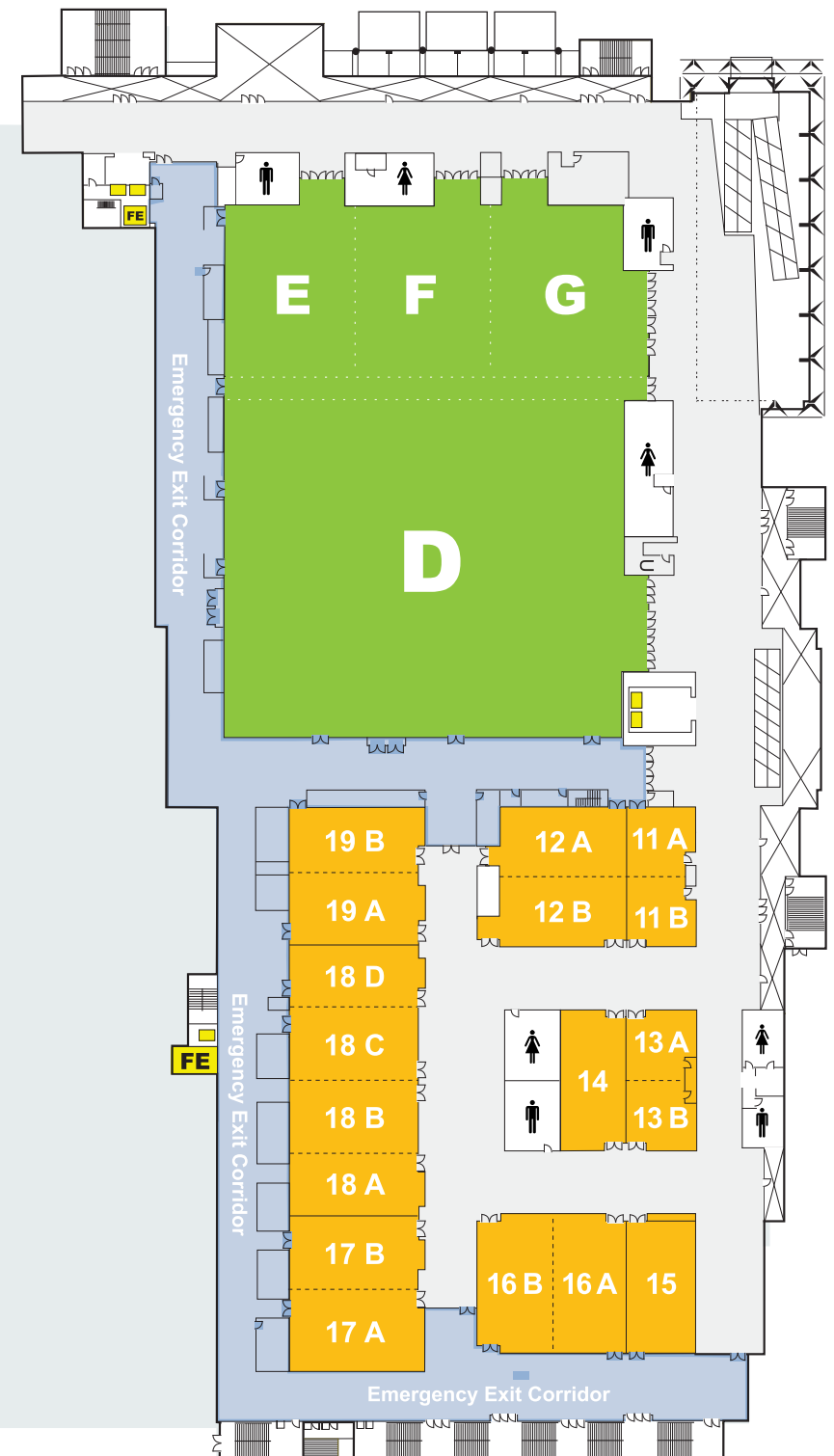








# LOWER LEVELS



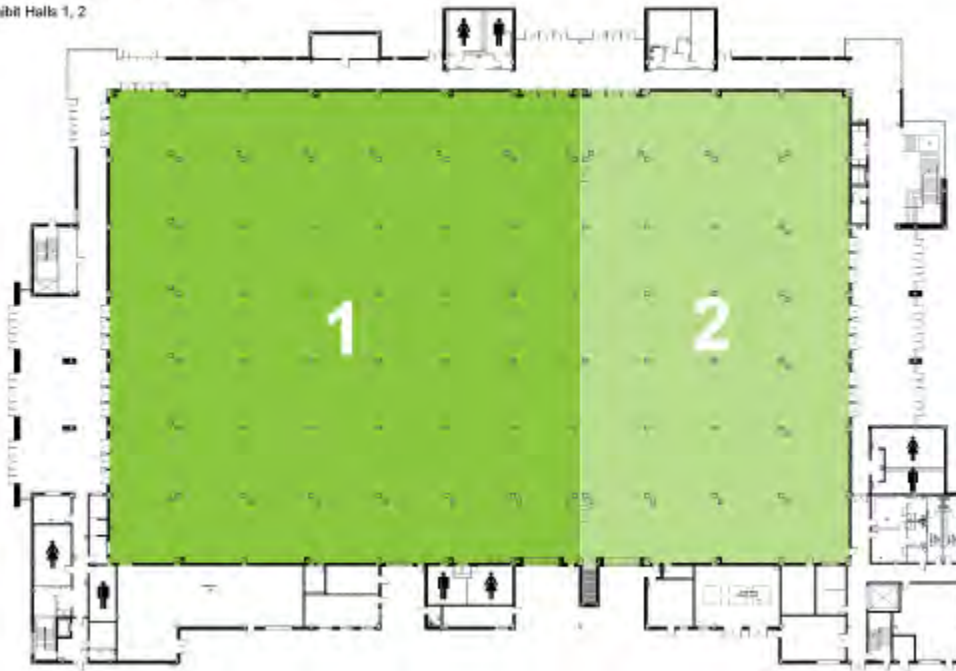
DIAGRAMS / FLOOR PLANS (Palmer Events Center)

ATTACHMENT (D)

Level 1 Exhibit Halls 1, 2

Palmer Events Center

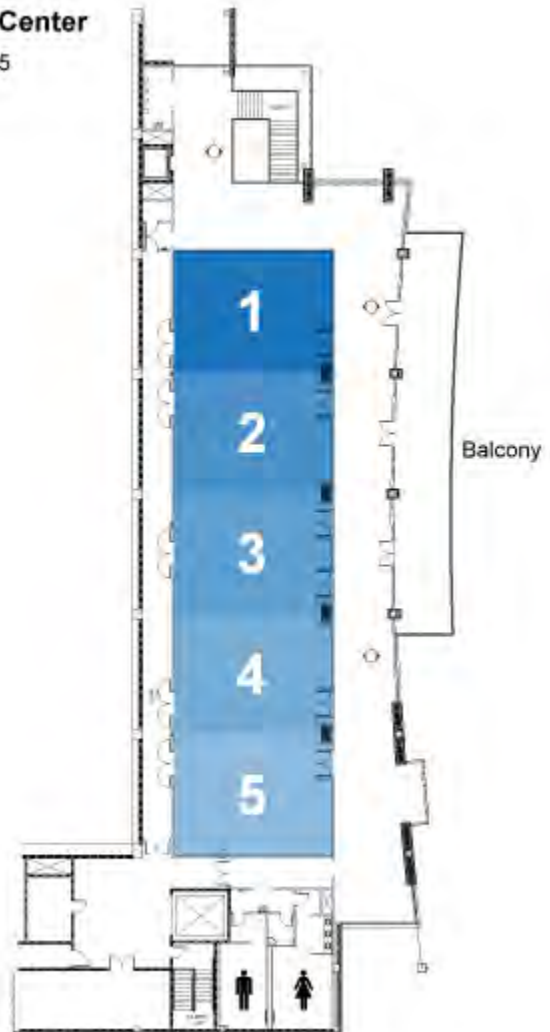
Exhibit Halls 1, 2



ATTACHMENT (D)

Level 2 Meeting Rooms 1 – 5

**Palmer Events Center**  
Meeting Rooms 1 – 5

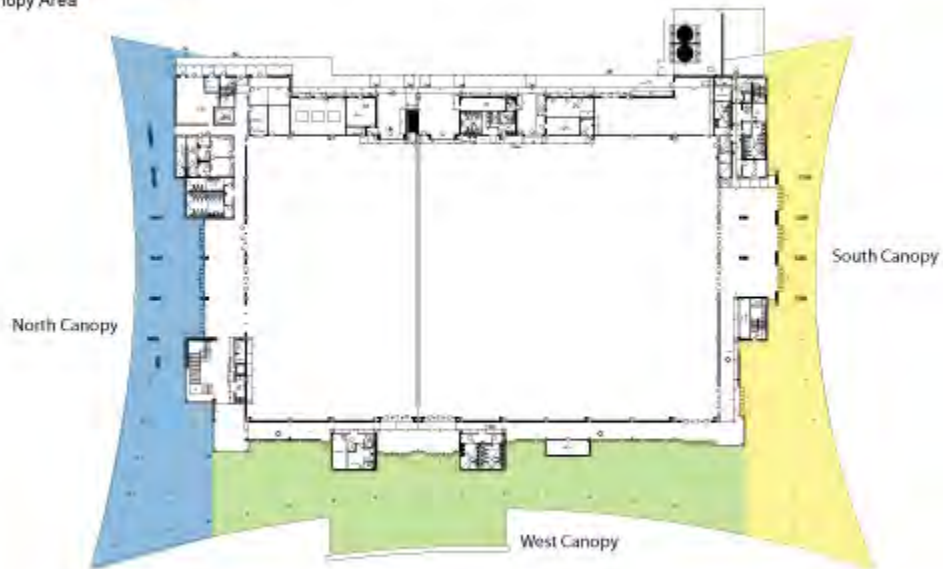


ATTACHMENT (D)

Level 1 Patio Canopy

Palmer Events Center

Canopy Area



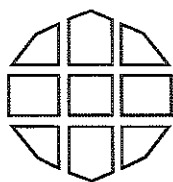
# ACCD

AUSTIN CONVENTION CENTER DEPARTMENT

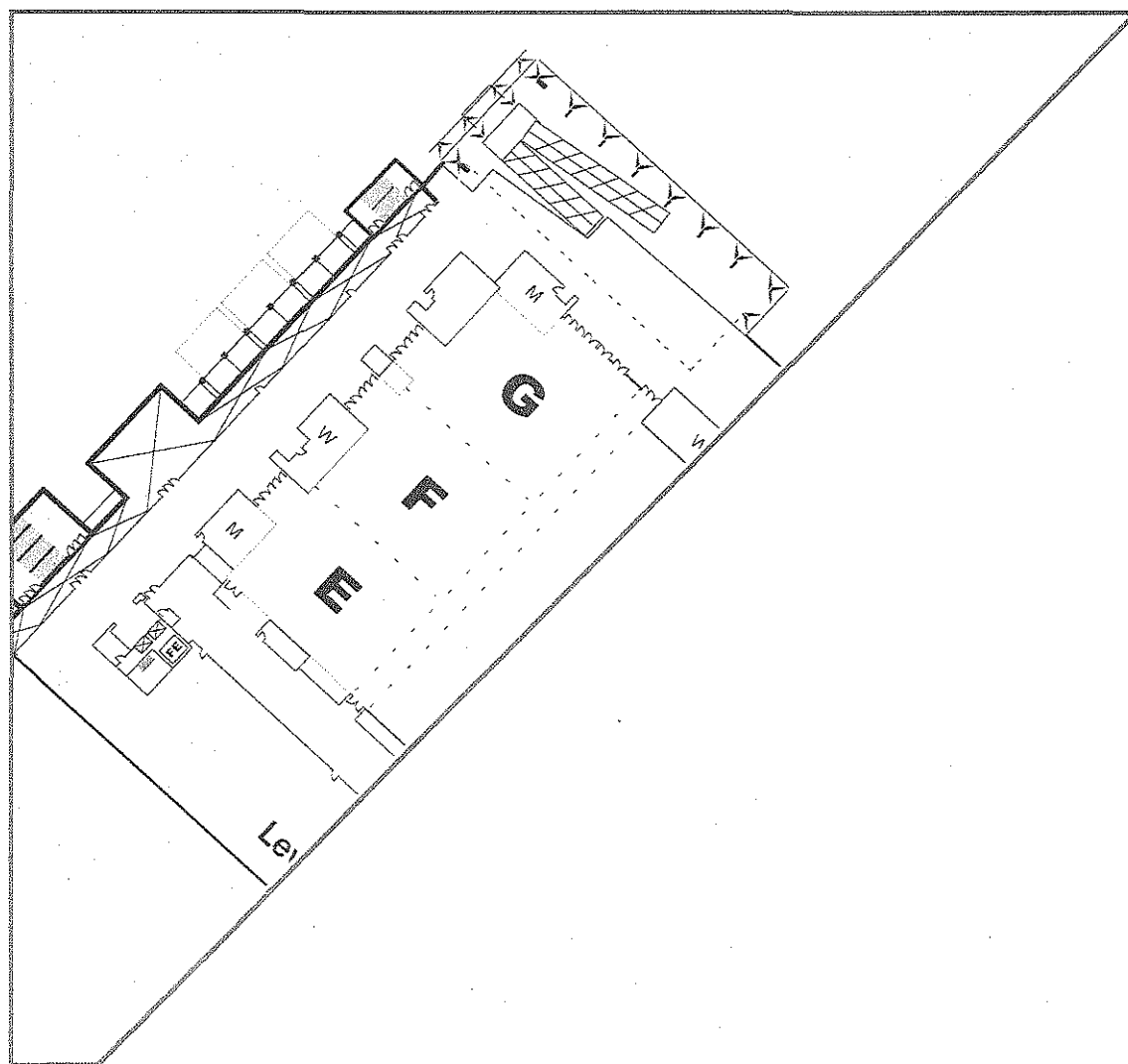
500 East Cesar Chavez Street

Austin, Texas 78701

[www.austinconventioncenter.com](http://www.austinconventioncenter.com)



## Rigging Guide



2006

# RiggingGuide

## AUSTIN CONVENTION CENTER RIGGING INFORMATION

Austin Convention Center Department (Department) must review and approve rigging activities in Department facilities.

The Department reserves the right to approve or deny rigging or hanging of equipment in Department facilities.

### I. REQUIREMENTS

Outside Decorator, Production or Audio Visual Company (Outside Contractor) may work in Department facility under the following circumstances:

1. Current CERTIFICATE OF INSURANCE AND LICENSE TO OPERATE is on file with the Austin Convention Center Department. Must be submitted to the Department sixty (60) days prior to the first contract event day.
2. Commercial general liability insurance with minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 including aggregate including products and completed operations and contractual liability coverage is required.
3. Fire legal liability must be included with limits of \$50,000.
4. Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 including owned, non-owned and hired coverage.
5. City of Austin must be listed as additional insured by the Certificate Holder.
6. The certificate must provide coverage for all risks including workers compensation.
7. Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance.
8. A signed copy of the Production and Audio Visual Regulations on file with the Department.
9. All Local, State, Federal, and Department codes, law, rules and regulations must be followed by Outside Contractor.
10. All connections to the building's power sources and sound system are handled by Department personnel only. The Outside Contractor is responsible for all such charges for connecting to and usage of the Department's power. UTILITY SERVICE (POWER AND SOUND) IS NOT A COMPLIMENTARY SERVICE OF THE AUSTIN CONVENTION CENTER DEPARTMENT. See Utility Order form for current rates.
11. The Department does not store equipment. Storage is the responsibility of the Outside Contractor. All Equipment (empty road cases, crates, etc.) must be loaded back onto the Outside Contractor trucks or stored off Department property.
12. The Outside Contractor must provide radio and wireless microphone frequencies to the Department prior to using equipment in or around the Department frequencies. If there is a conflict with the Departments frequencies, the Outside Contractor must make arrangements to utilize other frequencies.



13. The Outside Contractor is encouraged to provide a walkie-talkie to the Event Coordinator to establish direct link communication.
14. The Outside Contractor is responsible for all costs assessed to inspect or replace sprinkler heads or smoke sensors discharged prior to or during an event.

## **II. LOAD-IN/LOAD-OUT/INSTALLATION/DISMANTLING**

1. Ninety (90) days prior to the first contract day, the Outside Contractor must contact the Center Event Coordinator, to coordinate all load-in/out activity.
2. All Outside Contractor personnel must follow the Department Operational Policy. (Copy on website [www.austinconventioncenter.com](http://www.austinconventioncenter.com))
3. All equipment delivered to meeting rooms must be transported through service corridors and freight elevators. Equipment or road boxes transport is prohibited in public areas.
4. Platform dollies of the four-wheel type are permitted for material movement. Platform trucks may also be used provided they are not equipped with metal wheels. Two-wheel hand trucks are acceptable, but must be equipped with rubber wheels at least 8" in diameter.
5. Any material handling or set-up equipment required (including forklifts, ladders, scissor lifts and man lifts) must be supplied by the Outside Contractor.
6. Equipment such as backstage production/projection, risers/tables is the responsibility of the Outside Contractor. Department equipment may be requested. The request must accompany the plot plan.

## **III. PERSONNEL**

1. The Outside Contractor is responsible for hiring qualified personnel to set-up, operate and remove equipment. The Outside Contractor is responsible for the actions of any personnel hired by, retained, or associated with their staff.
2. Personnel working in the Department must have the needed training as required by OSHA. This may include, but is not limited to scaffold training, fall protection and aerial lift safety. A copy of the individual's training record must be provided to the Department upon request.
3. Personnel employed by the Outside Contractor, regardless of their craft, must wear a uniform shirt (excluding open body style) identifying the company they are working for. T-shirts are acceptable. Outside Contractor employee's clothing will be neat, reflecting an overall tidy appearance that conforms to the Department image.
4. The facility is a nonsmoking facility. Outside food and beverage is not allowed. Crew meals may be ordered through Aramark. **THIS IS NOT A COMPLIMENTARY SERVICE OF THE DEPARTMENT.** Food and beverage staged or stored in the public areas or service corridors of the Center is not available for Outside Contractor personnel unless consumption specifically ordered for such.
5. The possession or use of intoxicants on the Department property is prohibited, including, but not limited to, drinking alcoholic beverages. Possession or use of drugs is prohibited, other than medicine prescribed by the employee's physician. Violation will result in immediate removal of the individual from the premises and possible legal action.

6. Fighting, physical violence, creating a disturbance, horseplay, disorderly conduct, or the use of abusive language is a violation of Department policy and will result in immediate removal of the individual from the premises and possible legal action.
7. Theft, attempted theft, misappropriation of Department property or the aiding of such acts will result in immediate removal and possible criminal prosecution.
8. When job responsibilities require Outside Contractor employees access to the lobby / pre-function areas of the Center, they are to remain in that permitted area only. Wandering through the Center is not permitted.

#### **IV. RIGGING SPECIFICS**

1. All connections to the ceiling or roof supporting structure of the Center must be approved by the Department Rigging Coordinator.
  - a. All rigging must follow Facility specification and requirements.
2. Rigging plot plan shall be sent to the Department Event Coordinator. Plan requirements are listed below:
  - a. A to scale rigging plot plan, blue prints or engineer's certification (when requested). Plan must show booth outline with aisles marked for reference or stage location.
  - b. A to scale rigging plan must indicate the location of all hang points, the height from the floor to the bottom of suspended items, weight per hang point, a complete description of items, number of items, and position where the items are to be flown.
  - c. The Convention Center rigging shell may be requested sixty (60) days or more prior to the first contract date.
  - d. A to scaled rigging plan must be received thirty (30) days prior to the first contract day.
  - e. The Department Event Coordinator will pass all rigging information to the Department Rigging Coordinator for review and approval.
  - f. Complex rigging events may require additional review time.
  - g. Pre-event meetings may be required to review, coordinate and approve complex rigging plans.
  - h. The Department is not responsible for lost time or additional costs resulting from rigging modifications, adjustments, or changes required on site.
3. All hang point locations must be approved by the Department Rigging Coordinator and meet the following requirements.
  - a. No bridles, are permitted.
  - b. Only vertical deadhangs are permitted
  - c. Department approved hang points for the Exhibit Halls and Ballrooms are marked on the trusses.
  - d. Rigging is not permitted from the following
    - i. Fire sprinkler piping
    - ii. Natural gas piping
    - iii. Electrical conduits
    - iv. Water piping
    - v. Air wall tracks
    - vi. Vents, duct or lighting fixtures/tracks
    - vii. Wall sconces
    - viii. Wall paneling
    - ix. Open ended or unterminated trusses
    - x. Support hangers for any of the above

4. Exhibit Hall 1, 2, and 3 Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 2000 pounds dead hang at each bottom chord panel point.
5. Exhibit Halls 4 and 5 Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 1,500 pound dead hang at each bottom chord panel point.
6. Ballrooms A, B and C Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 2000 pounds dead hang at each bottom chord panel point (east to west).
7. Ballrooms D, E, F, and G Hang Points Weight Limits
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 1,500 pounds dead hung at each hang point.
8. Interior Banners and Signs
  - a. Decorators may hang aisle or Exhibit Hall signs not to exceed 100 pounds per item without Department approval.
  - b. Cable hanging limits not to exceed 500 pounds per cable without Department approval.
  - c. All other rigging requires review by Department Rigging Coordinator. Approval is not provided without a to scale rigging plot plan.
  - d. Single point hanging signs must have a tie off line to prevent spinning and twisting of the cable.
  - e. Motorized signs or signs designed for rotation must be reviewed and approved in advance by Department Rigging Coordinator
  - f. The use of nails, staples, tacks, tape, etc. on walls, ceilings, or other Department equipment is strictly prohibited.
9. All equipment and materials flown must pass American Test and Standards Measurement guidelines and be OSHA approved. All Hardware used to rig must be approved and designed for that purpose. Hardware not acceptable in a weight bearing capacity includes, but is not limited to: carabiners, open weave straps, quick links, dog clips, French clips, snap clips, or brass fittings. The Department Rigging Coordinator has final approval of any hardware utilized in the facility.
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12. A steel "safety" is required on each individual item suspended from the ceiling or any supporting structure or truss that is suspended from the ceiling. This includes suspended items utilizing a spanset.
13. Equipment once hung may not be moved to another position unless prior approval from Department Rigging Coordinator is obtained.

14. Items attached to the permanent ceiling structure must be a minimum of eight (8) feet above the floor.
15. Cables are not allowed to be run on the floor or swaged below the suspended ceiling in Ballrooms A-C. Cable bridges are required across exhibit hall and ballroom entrances.
16. Contact the Department Rigging Coordinator regarding how much cable to bring in order to achieve a desired location of control boards or other specific equipment.

## **V. SAFETY**

1. Safety First !
2. All equipment and safety equipment must be in good working order and inspected prior to use.
3. All rigging equipment and associated safety devices must be appropriately sized to safely handle the full load.
4. Adequate safety measures must be in place to warn and protect personnel from overhead work that is in progress.
5. A controlled access zone will be established below any rigging that is in process.
6. Signage will be placed on all entrances warning personnel that overhead rigging is taking place.
7. Ground personnel must be alert and verbally warn anyone entering into the work space of the overhead hazard.
8. All rigging work will cease until the work area is clear and safe to resume work.
9. Ground riggers are required when overhead rigging is occurring.
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3. Certificate of training will be displayed when operating the Forklift, Sky Jack or Mark Lift.
4. Departmental approval is required when man lifts (Scissor lift and Genie lifts) are operated on permanently carpeted areas and must meet certain requirements and conditions.

# LEVEL 1 EXHIBIT HALLS 1-5

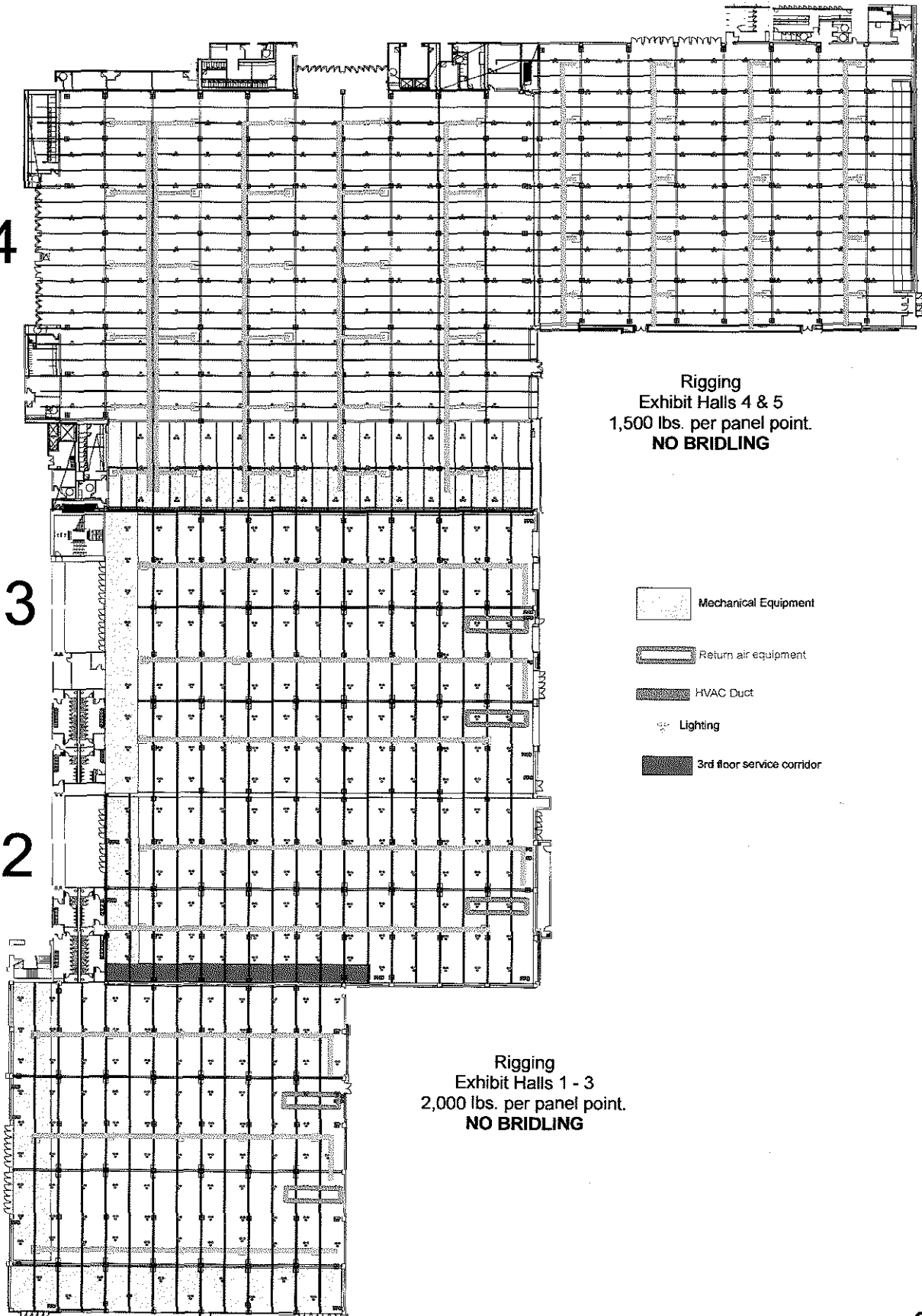
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



3

2

1

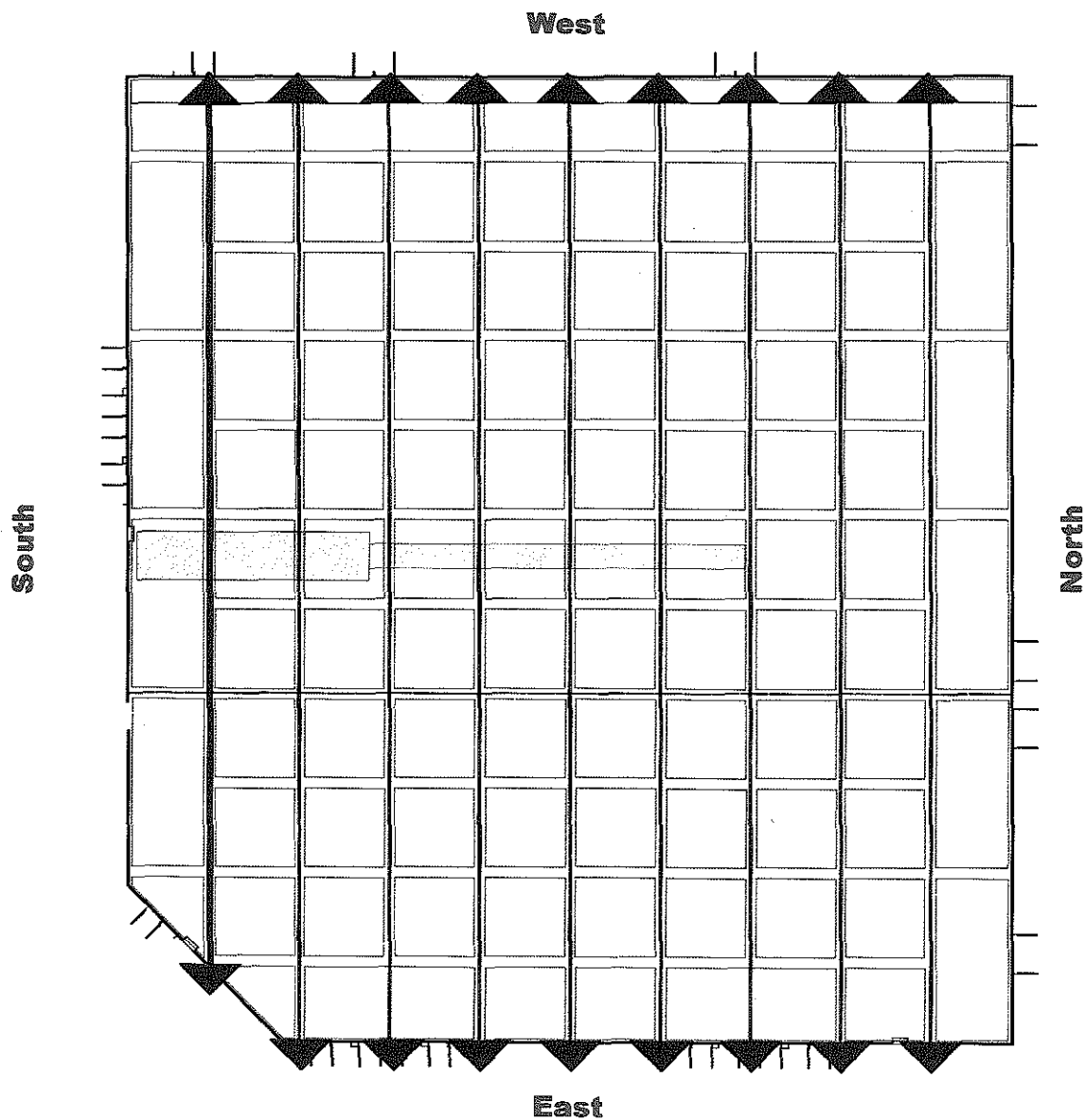



Rigging  
Exhibit Halls 4 & 5  
1,500 lbs. per panel point.  
**NO BRIDLING**

-  Mechanical Equipment
-  Return air equipment
-  HVAC Duct
-  Lighting
-  3rd floor service corridor

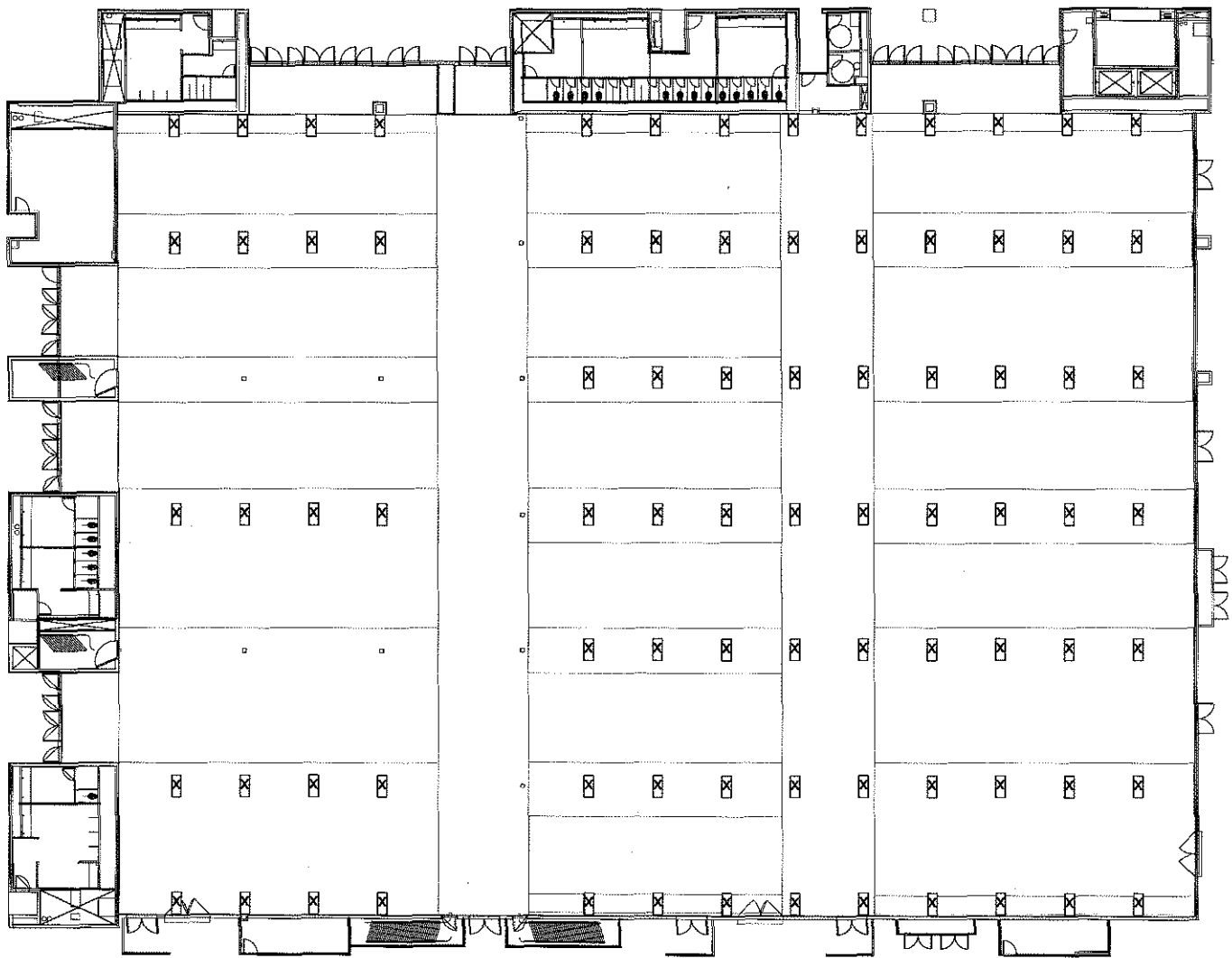
Rigging  
Exhibit Halls 1 - 3  
2,000 lbs. per panel point.  
**NO BRIDLING**

## LEVEL 1 BALLROOMS A-C



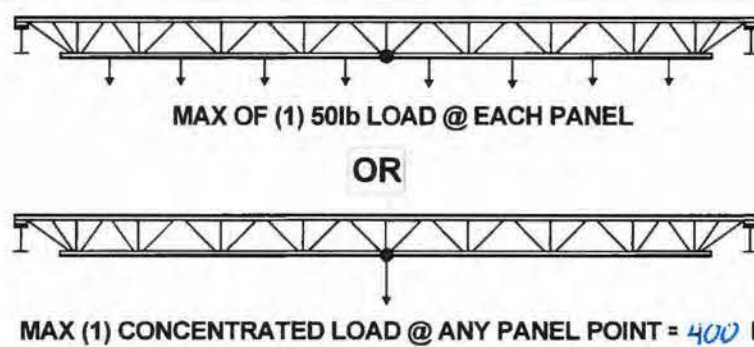
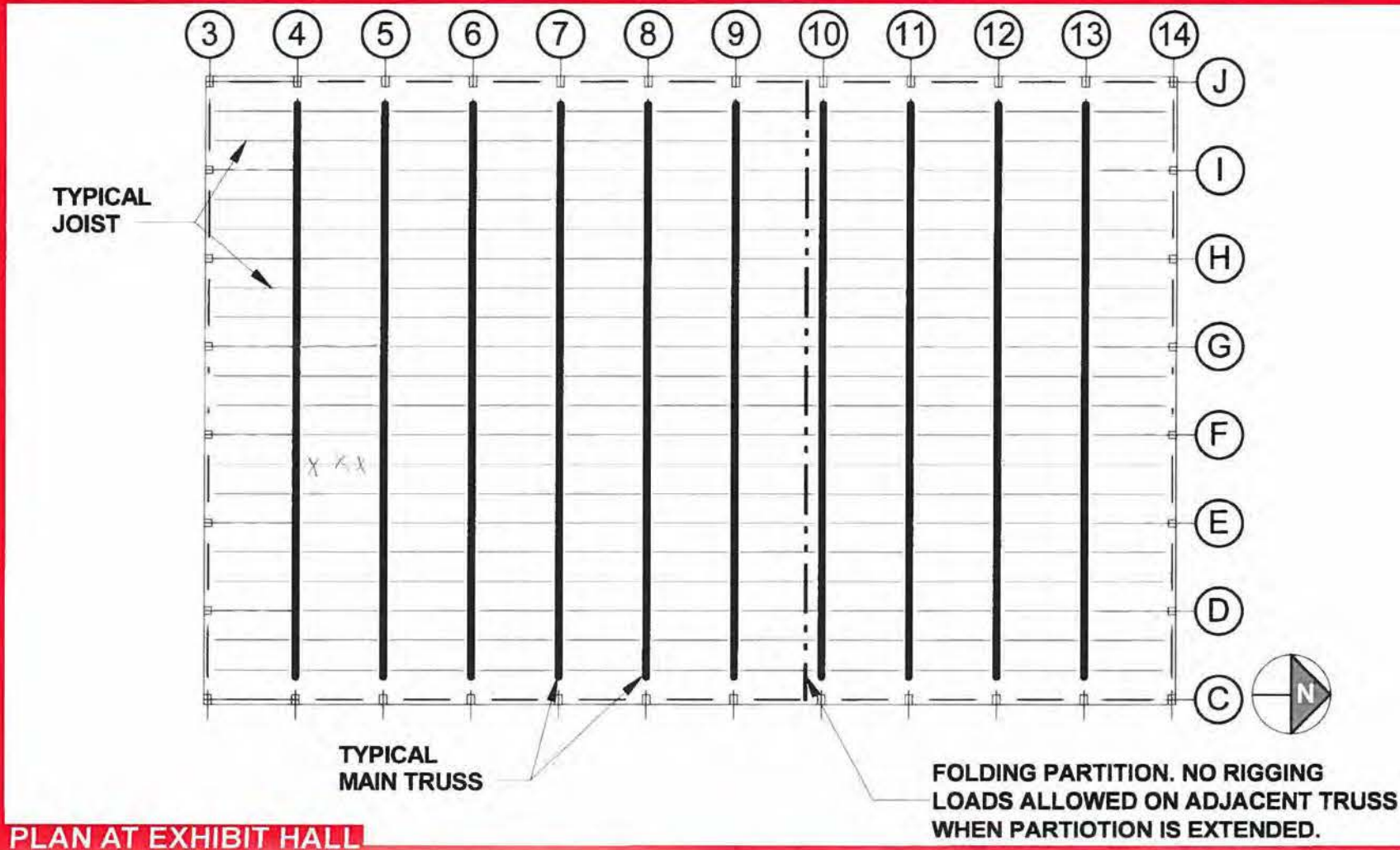
Rigging  
Ballrooms A - C  
2,000 lbs. per panel point.  
(East - West only )  
**NO BRIDLING**

## LEVEL 4 BALLROOMS D-G

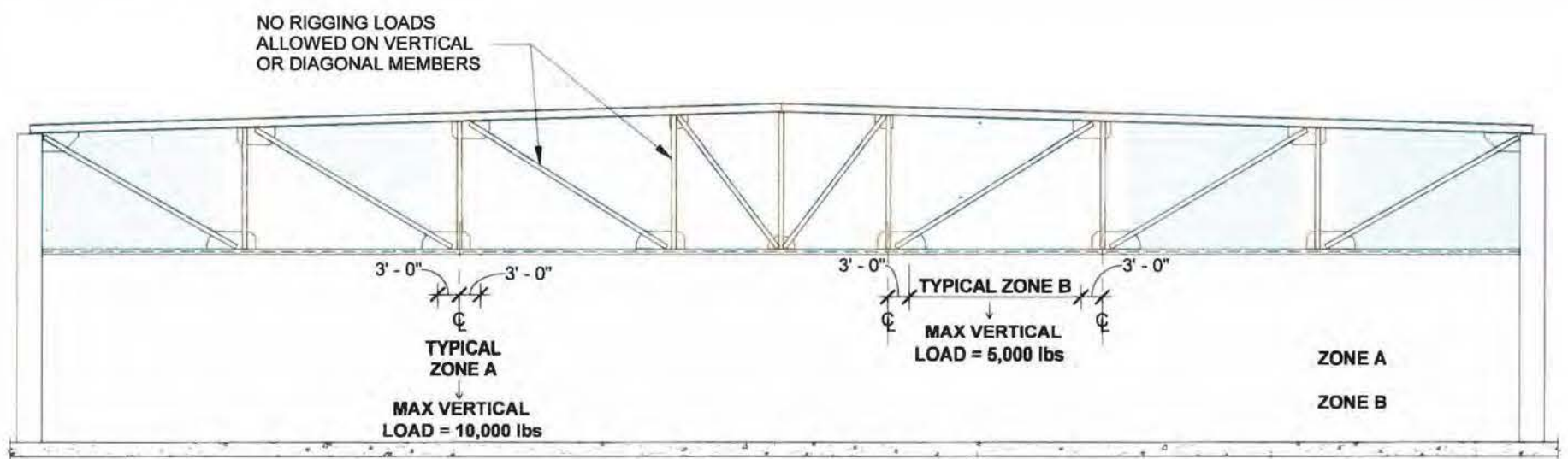


Rigging  
Ballrooms D - G  
1,500 lbs. per point (x)  
**NO BRIDLING**





### TYPICAL JOIST



### TYPICAL MAIN TRUSS RIGGING NOTES:

MAXIMUM TOTAL LOAD ON MAIN TRUSS = 20,000 lbs. SUBJECT TO THE FOLLOWING LIMITATIONS:

- A) TOTAL LOAD COMPRISED OF POINT LOADS EQUIVALENT TO 500 lbs/ft OVER A COMBINED LENGTH NO GREATER THAN 50'-0", SEE TABLE.
- B) MAXIMUM SINGLE POINT LOAD IN ZONE A = 4,000 lbs
- C) MAXIMUM SINGLE POINT LOAD IN ZONE B = 4,000 lbs
- D) TOTAL LOAD TO INCLUDE RIGGING LOADS FROM JOISTS.
- E) LOADS CAN BE HUNG FROM EITHER THE TOP CHORD OR BOTTOM CHORD
- F) BRIDLING IS NOT ALLOWED ON ANY PORTION OF A MAIN TRUSS OR JOIST.

### TYPICAL MAIN TRUSS RIGGING LOAD TABLE:

POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOADS
500 lbs	1ft	A&B	40
1000 lbs	2ft	A&B	20
1500 lbs	3ft	A&B	13
2000 lbs	4ft	A&B	10
2500 lbs	5ft	A&B	8
3000 lbs	6ft	A&B	6
3500 lbs	7ft	A&B	5
4000 lbs	8ft	A&B	5

### TYPICAL MAIN TRUSS



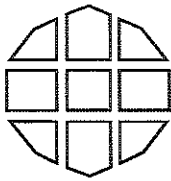
# ACCD

AUSTIN CONVENTION CENTER DEPARTMENT

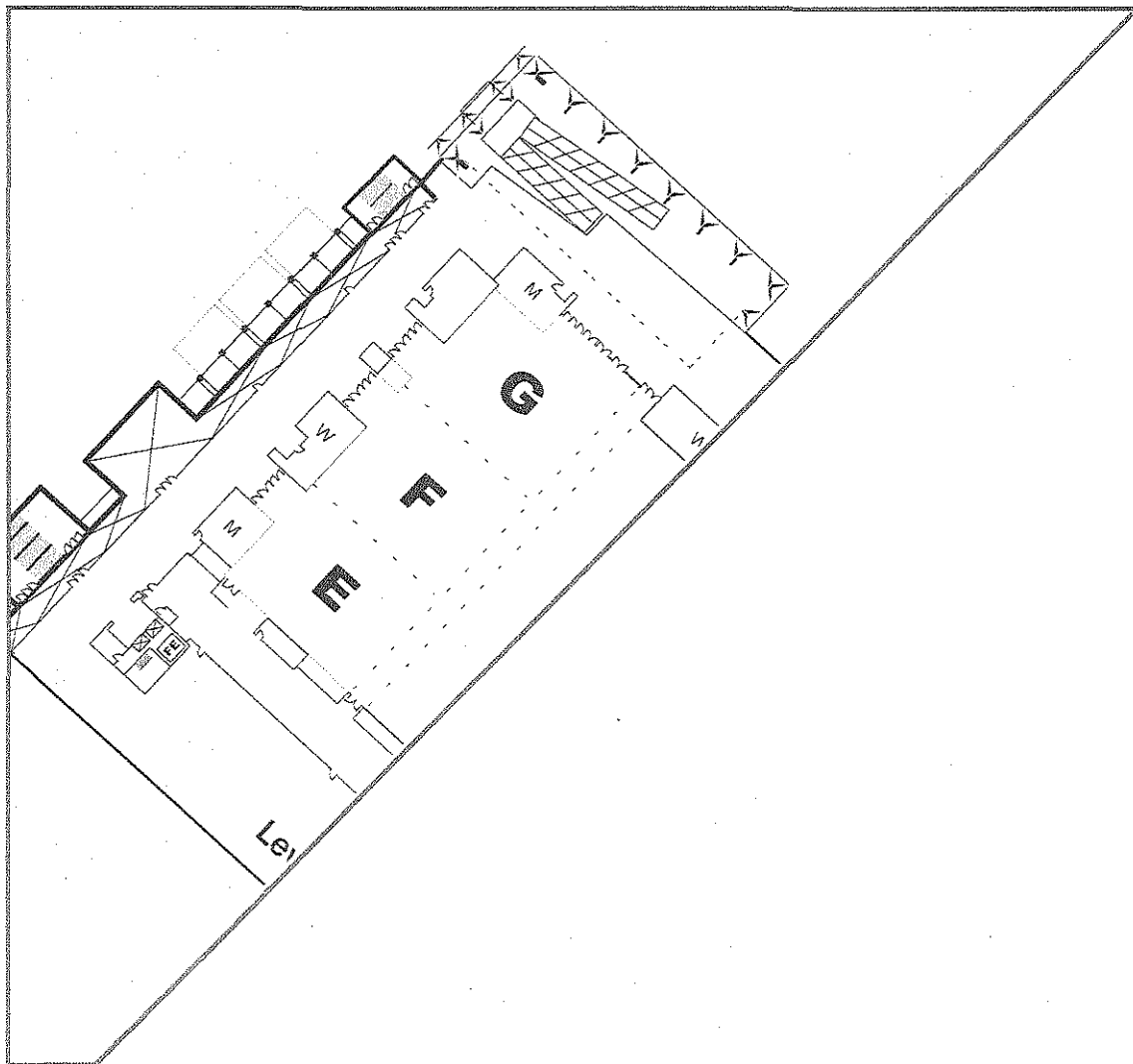
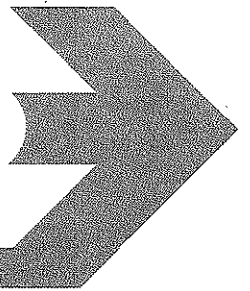
500 East Cesar Chavez Street

Austin, Texas 78701

[www.austinconventioncenter.com](http://www.austinconventioncenter.com)



## Rigging Guide



2006

# RiggingGuide

## AUSTIN CONVENTION CENTER RIGGING INFORMATION

Austin Convention Center Department (Department) must review and approve rigging activities in Department facilities.

The Department reserves the right to approve or deny rigging or hanging of equipment in Department facilities.

### I. REQUIREMENTS

Outside Decorator, Production or Audio Visual Company (Outside Contractor) may work in Department facility under the following circumstances:

1. Current CERTIFICATE OF INSURANCE AND LICENSE TO OPERATE is on file with the Austin Convention Center Department. Must be submitted to the Department sixty (60) days prior to the first contract event day.
2. Commercial general liability insurance with minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 including aggregate including products and completed operations and contractual liability coverage is required.
3. Fire legal liability must be included with limits of \$50,000.
4. Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 including owned, non-owned and hired coverage.
5. City of Austin must be listed as additional insured by the Certificate Holder.
6. The certificate must provide coverage for all risks including workers compensation.
7. Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance.
8. A signed copy of the Production and Audio Visual Regulations on file with the Department.
9. All Local, State, Federal, and Department codes, law, rules and regulations must be followed by Outside Contractor.
10. All connections to the building's power sources and sound system are handled by Department personnel only. The Outside Contractor is responsible for all such charges for connecting to and usage of the Department's power. UTILITY SERVICE (POWER AND SOUND) IS NOT A COMPLIMENTARY SERVICE OF THE AUSTIN CONVENTION CENTER DEPARTMENT. See Utility Order form for current rates.
11. The Department does not store equipment. Storage is the responsibility of the Outside Contractor. All Equipment (empty road cases, crates, etc.) must be loaded back onto the Outside Contractor trucks or stored off Department property.
12. The Outside Contractor must provide radio and wireless microphone frequencies to the Department prior to using equipment in or around the Department frequencies. If there is a conflict with the Departments frequencies, the Outside Contractor must make arrangements to utilize other frequencies.

13. The Outside Contractor is encouraged to provide a walkie-talkie to the Event Coordinator to establish direct link communication.
14. The Outside Contractor is responsible for all costs assessed to inspect or replace sprinkler heads or smoke sensors discharged prior to or during an event.

## **II. LOAD-IN/LOAD-OUT/INSTALLATION/DISMANTLING**

1. Ninety (90) days prior to the first contract day, the Outside Contractor must contact the Center Event Coordinator, to coordinate all load-in/out activity.
2. All Outside Contractor personnel must follow the Department Operational Policy. (Copy on website [www.austinconventioncenter.com](http://www.austinconventioncenter.com))
3. All equipment delivered to meeting rooms must be transported through service corridors and freight elevators. Equipment or road boxes transport is prohibited in public areas.
4. Platform dollies of the four-wheel type are permitted for material movement. Platform trucks may also be used provided they are not equipped with metal wheels. Two-wheel hand trucks are acceptable, but must be equipped with rubber wheels at least 8" in diameter.
5. Any material handling or set-up equipment required (including forklifts, ladders, scissor lifts and man lifts) must be supplied by the Outside Contractor.
6. Equipment such as backstage production/projection, risers/tables is the responsibility of the Outside Contractor. Department equipment may be requested. The request must accompany the plot plan.

## **III. PERSONNEL**

1. The Outside Contractor is responsible for hiring qualified personnel to set-up, operate and remove equipment. The Outside Contractor is responsible for the actions of any personnel hired by, retained, or associated with their staff.
2. Personnel working in the Department must have the needed training as required by OSHA. This may include, but is not limited to scaffold training, fall protection and aerial lift safety. A copy of the individual's training record must be provided to the Department upon request.
3. Personnel employed by the Outside Contractor, regardless of their craft, must wear a uniform shirt (excluding open body style) identifying the company they are working for. T-shirts are acceptable. Outside Contractor employee's clothing will be neat, reflecting an overall tidy appearance that conforms to the Department image.
4. The facility is a nonsmoking facility. Outside food and beverage is not allowed. Crew meals may be ordered through Aramark. **THIS IS NOT A COMPLIMENTARY SERVICE OF THE DEPARTMENT.** Food and beverage staged or stored in the public areas or service corridors of the Center is not available for Outside Contractor personnel unless consumption specifically ordered for such.
5. The possession or use of intoxicants on the Department property is prohibited, including, but not limited to, drinking alcoholic beverages. Possession or use of drugs is prohibited, other than medicine prescribed by the employee's physician. Violation will result in immediate removal of the individual from the premises and possible legal action.

6. Fighting, physical violence, creating a disturbance, horseplay, disorderly conduct, or the use of abusive language is a violation of Department policy and will result in immediate removal of the individual from the premises and possible legal action.
7. Theft, attempted theft, misappropriation of Department property or the aiding of such acts will result in immediate removal and possible criminal prosecution.
8. When job responsibilities require Outside Contractor employees access to the lobby / pre-function areas of the Center, they are to remain in that permitted area only. Wandering through the Center is not permitted.

#### **IV. RIGGING SPECIFICS**

1. All connections to the ceiling or roof supporting structure of the Center must be approved by the Department Rigging Coordinator.
  - a. All rigging must follow Facility specification and requirements.
2. Rigging plot plan shall be sent to the Department Event Coordinator. Plan requirements are listed below:
  - a. A to scale rigging plot plan, blue prints or engineer's certification (when requested). Plan must show booth outline with aisles marked for reference or stage location.
  - b. A to scale rigging plan must indicate the location of all hang points, the height from the floor to the bottom of suspended items, weight per hang point, a complete description of items, number of items, and position where the items are to be flown.
  - c. The Convention Center rigging shell may be requested sixty (60) days or more prior to the first contract date.
  - d. A to scaled rigging plan must be received thirty (30) days prior to the first contract day.
  - e. The Department Event Coordinator will pass all rigging information to the Department Rigging Coordinator for review and approval.
  - f. Complex rigging events may require additional review time.
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3. All hang point locations must be approved by the Department Rigging Coordinator and meet the following requirements.
  - a. No bridles, are permitted.
  - b. Only vertical deadhangs are permitted
  - c. Department approved hang points for the Exhibit Halls and Ballrooms are marked on the trusses.
  - d. Rigging is not permitted from the following
    - i. Fire sprinkler piping
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    - vii. Wall sconces
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4. Exhibit Hall 1, 2, and 3 Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 2000 pounds dead hang at each bottom chord panel point.
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  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 1,500 pound dead hang at each bottom chord panel point.
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  - b. 2000 pounds dead hang at each bottom chord panel point (east to west).
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  - a. All rigging shall be dead hung. No bridles, are permitted.
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  - a. Decorators may hang aisle or Exhibit Hall signs not to exceed 100 pounds per item without Department approval.
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  - f. The use of nails, staples, tacks, tape, etc. on walls, ceilings, or other Department equipment is strictly prohibited.
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10. All equipment, signs, products, etc. must be designed to allow for safe suspension. Care must be taken to use the appropriate RATED RIGGING HARDWARE. The manufacture of rigging hardware used for overhead suspension must be legally liable for it products within the Continental United States. Certification of annual inspection is required for all chain motors.
11. ONLY steel wire rope will be used above the suspended ceiling in Ballrooms A - C. Spansets are not allowed above the suspended ceiling.
12. A steel "safety" is required on each individual item suspended from the ceiling or any supporting structure or truss that is suspended from the ceiling. This includes suspended items utilizing a spanset.
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14. Items attached to the permanent ceiling structure must be a minimum of eight (8) feet above the floor.
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2. All equipment and safety equipment must be in good working order and inspected prior to use.
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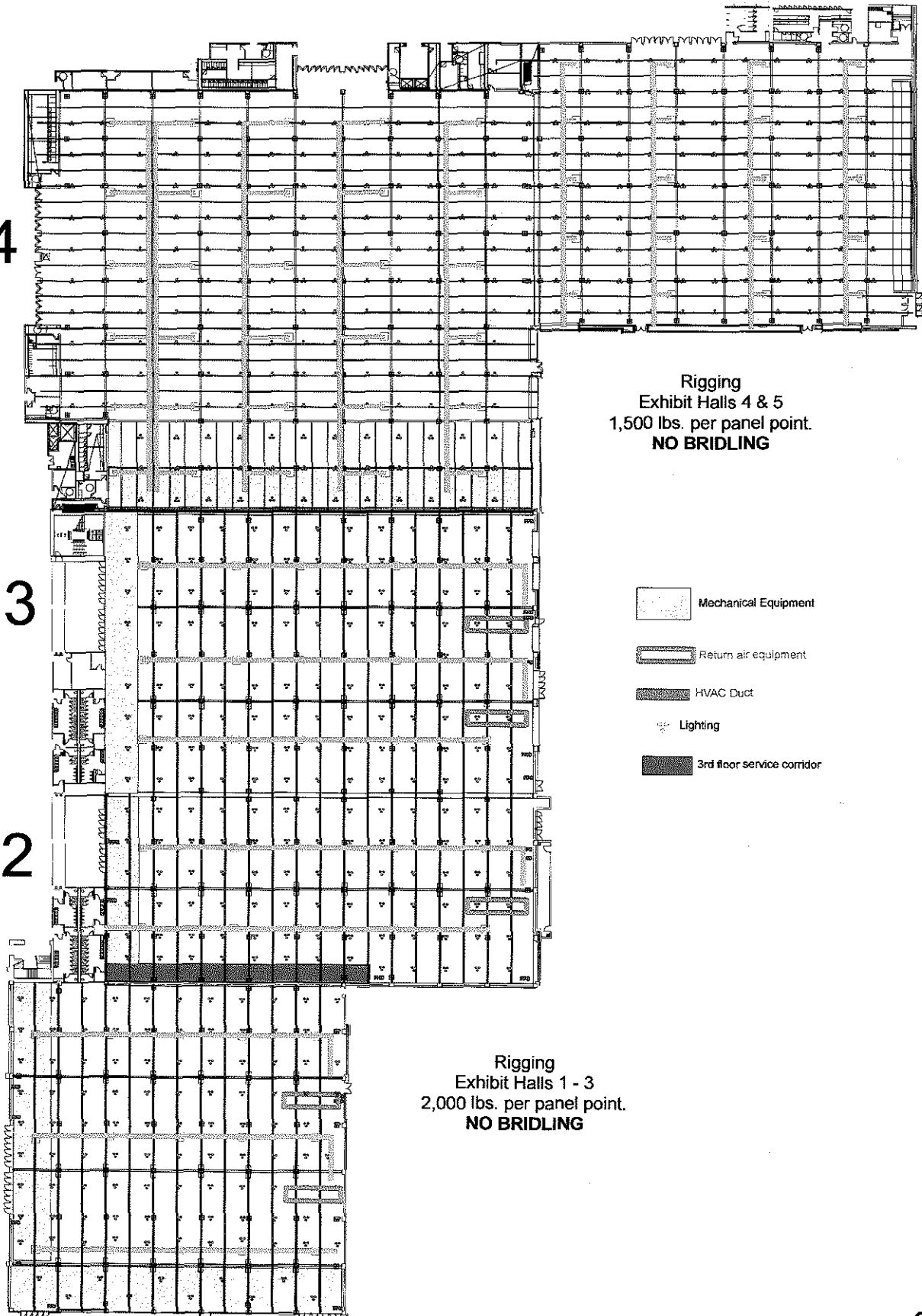
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3. Certificate of training will be displayed when operating the Forklift, Sky Jack or Mark Lift.
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



# LEVEL 1 EXHIBIT HALLS 1-5

5

4



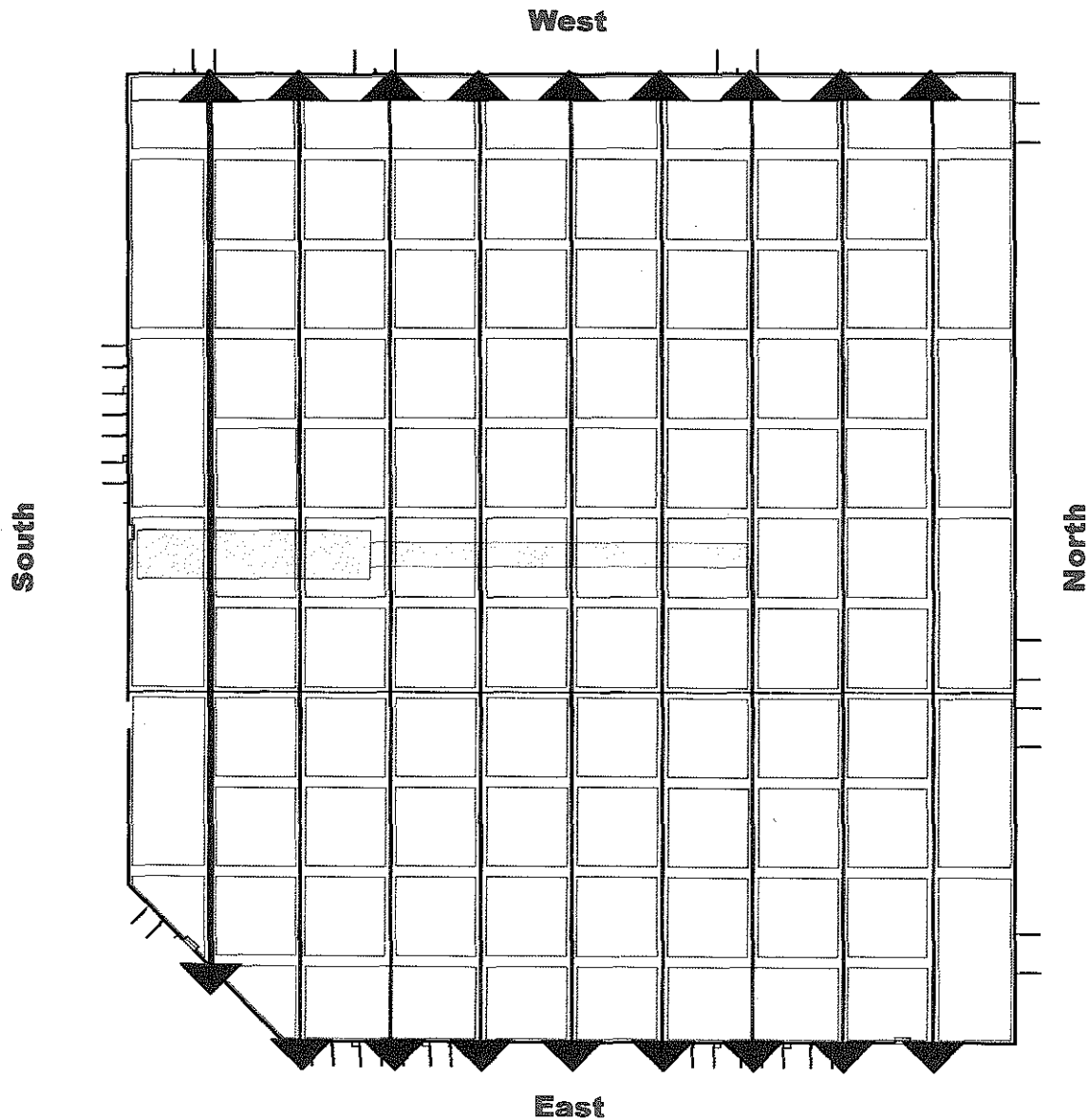
Rigging  
Exhibit Halls 4 & 5  
1,500 lbs. per panel point.  
**NO BRIDLING**


-  Mechanical Equipment
-  Return air equipment
-  HVAC Duct
-  Lighting
-  3rd floor service corridor

Rigging  
Exhibit Halls 1 - 3  
2,000 lbs. per panel point.  
**NO BRIDLING**

1

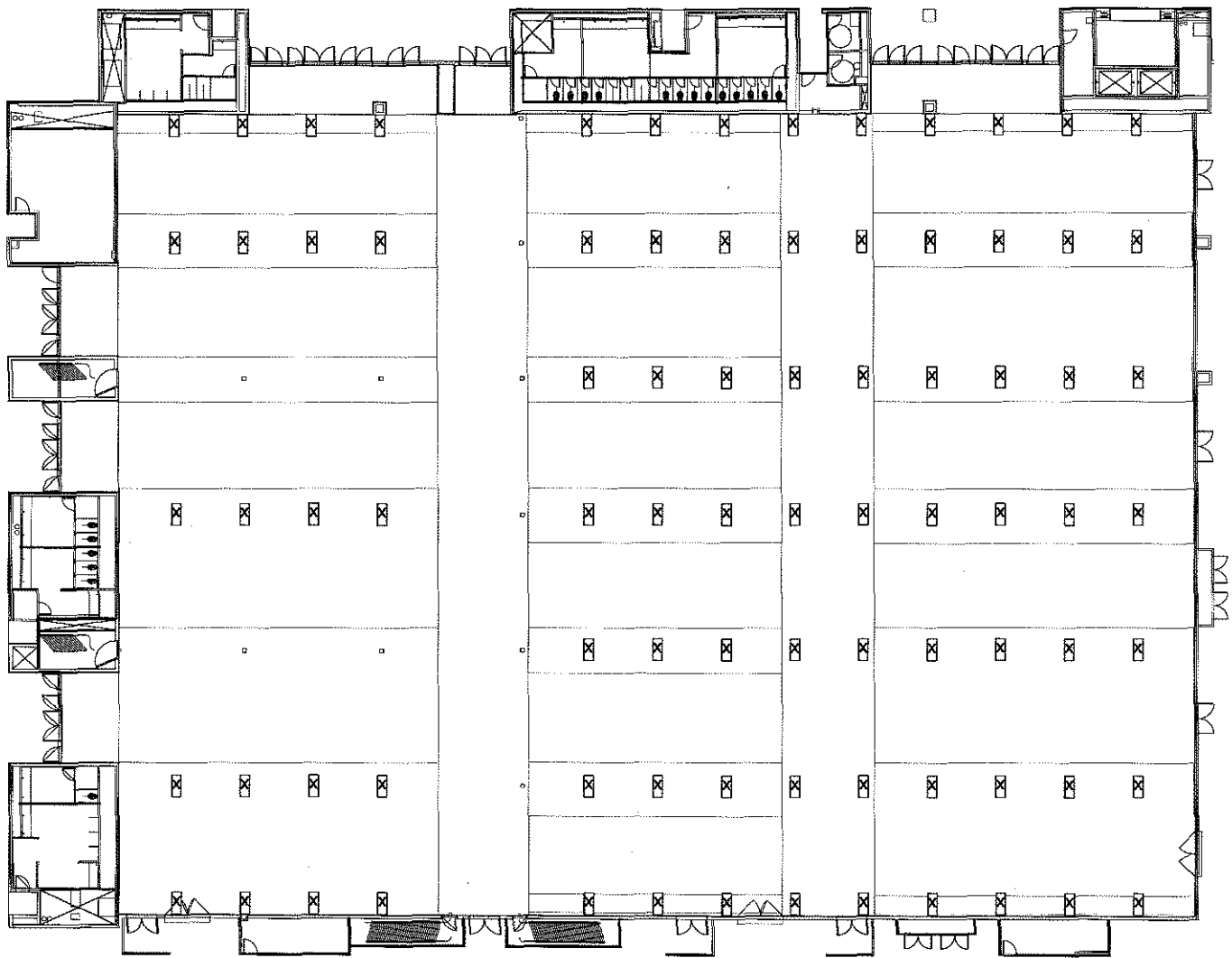
## LEVEL 1 BALLROOMS A-C



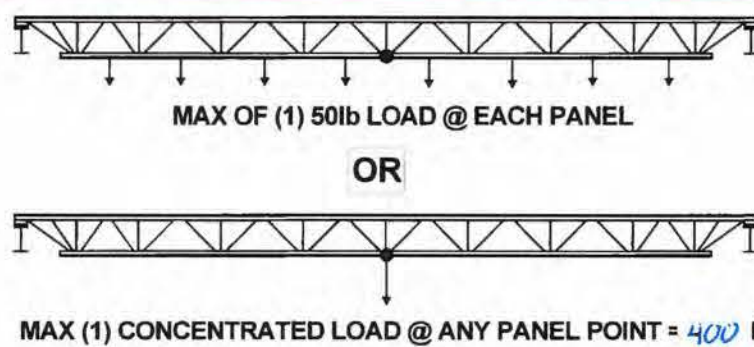
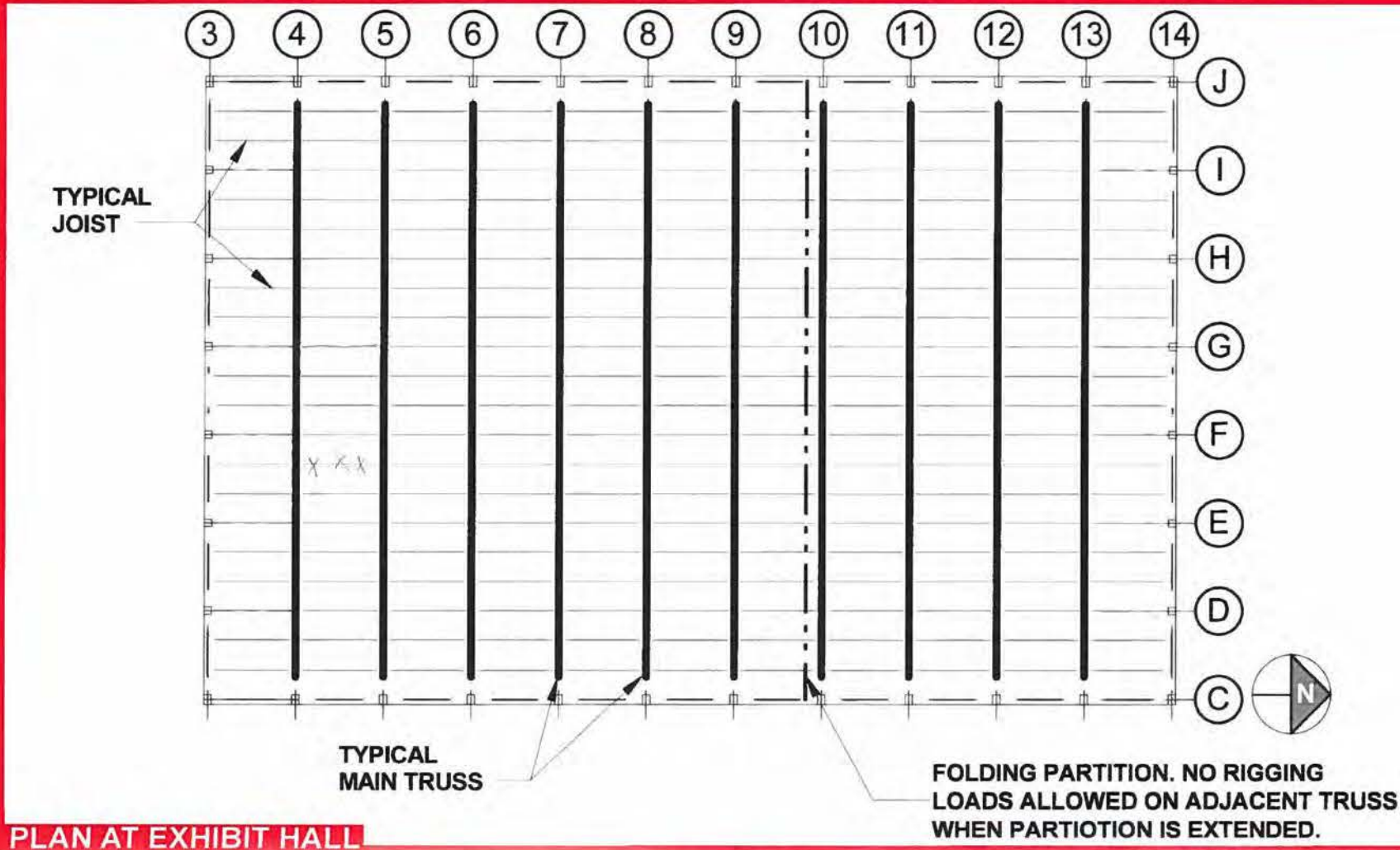
Rigging  
Ballrooms A - C  
2,000 lbs. per panel point.  
(East - West only )  
**NO BRIDLING**



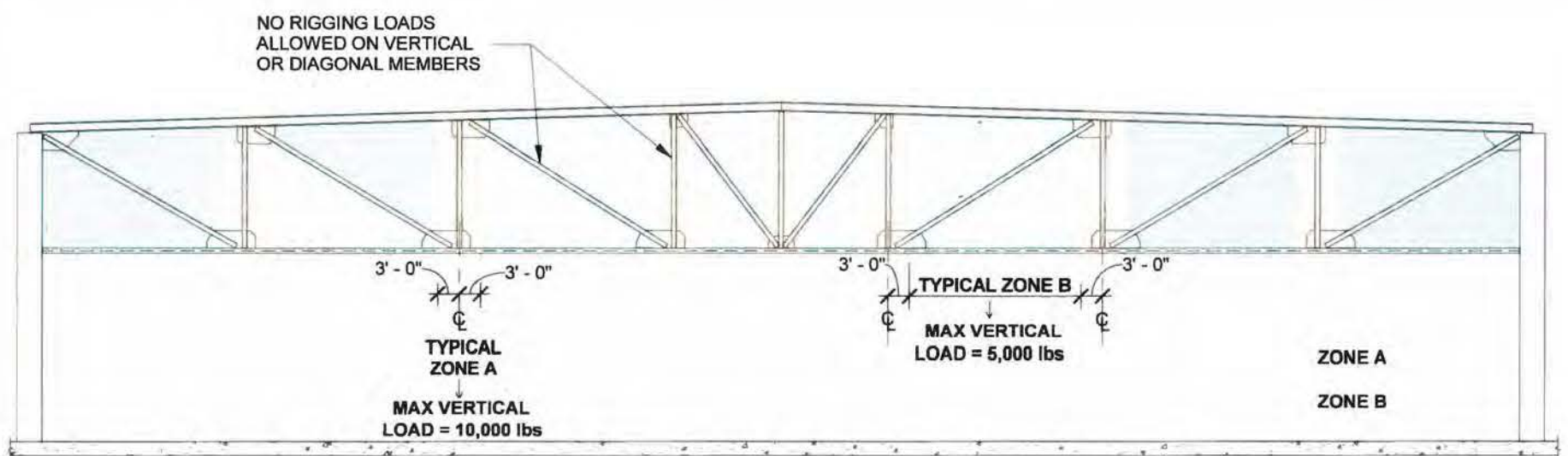
## LEVEL 4 BALLROOMS D-G



Rigging  
Ballrooms D - G  
1,500 lbs. per point (x)  
**NO BRIDLING**



**TYPICAL JOIST**



**TYPICAL MAIN TRUSS RIGGING NOTES:**

MAXIMUM TOTAL LOAD ON MAIN TRUSS = 20,000 lbs. SUBJECT TO THE FOLLOWING LIMITATIONS:

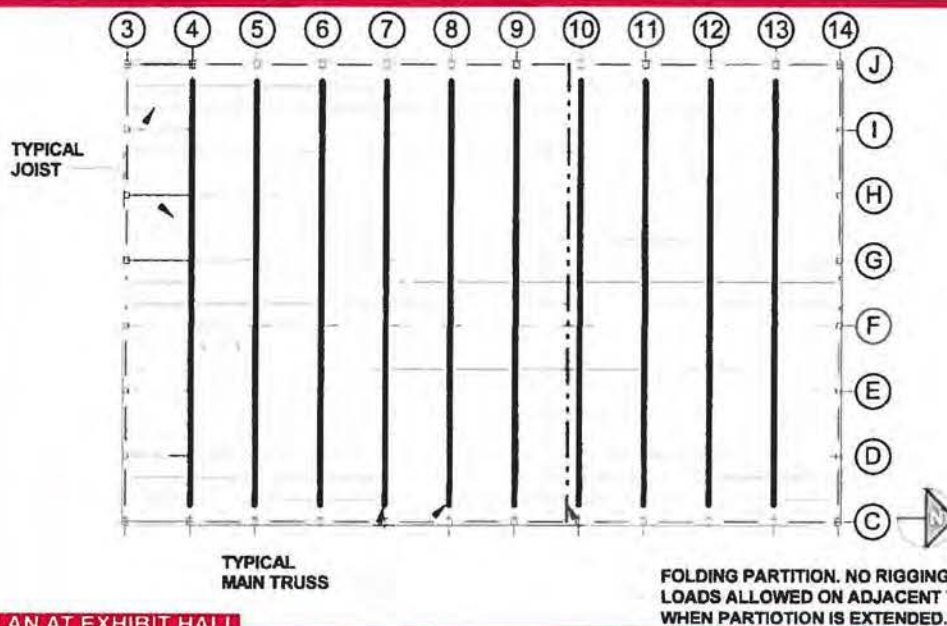
- A) TOTAL LOAD COMPRISED OF POINT LOADS EQUIVALENT TO 500 lbs/ft OVER A COMBINED LENGTH NO GREATER THAN 50'-0", SEE TABLE.
- B) MAXIMUM SINGLE POINT LOAD IN ZONE A = 4,000 lbs
- C) MAXIMUM SINGLE POINT LOAD IN ZONE B = 4,000 lbs
- D) TOTAL LOAD TO INCLUDE RIGGING LOADS FROM JOISTS.
- E) LOADS CAN BE HUNG FROM EITHER THE TOP CHORD OR BOTTOM CHORD
- F) BRIDLING IS NOT ALLOWED ON ANY PORTION OF A MAIN TRUSS OR JOIST.

**TYPICAL MAIN TRUSS RIGGING LOAD TABLE:**

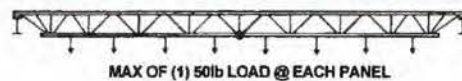
POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOADS
500 lbs	1ft	A&B	40
1000 lbs	2ft	A&B	20
1500 lbs	3ft	A&B	13
2000 lbs	4ft	A&B	10
2500 lbs	5ft	A&B	8
3000 lbs	6ft	A&B	6
3500 lbs	7ft	A&B	5
4000 lbs	8ft	A&B	5

**TYPICAL MAIN TRUSS**





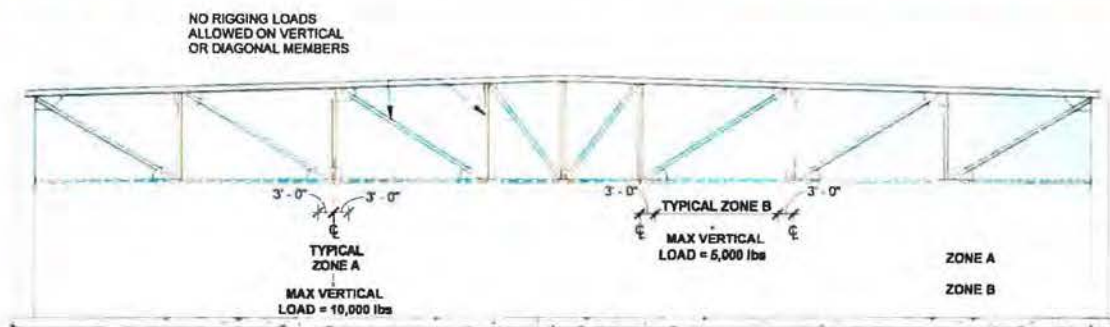
PLAN AT EXHIBIT HALL



OR



TYPICAL JOIST



#### TYPICAL MAIN TRUSS RIGGING NOTES:

MAXIMUM TOTAL LOAD ON MAIN TRUSS = 20,000 lbs. SUBJECT TO THE FOLLOWING LIMITATIONS:

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#### TYPICAL MAIN TRUSS RIGGING LOAD TABLE:

POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOADS
500 lbs	1ft	A&B	40
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2000 lbs	4ft	A&B	10
2500 lbs	5ft	A&B	8
3000 lbs	6ft	A&B	6
3500 lbs	7ft	A&B	5
4000 lbs	8ft	A&B	5

TYPICAL MAIN TRUSS

## ATTACHMENT G

## Sample Monthly Report

[illegible]

**SCHEDULE OF REPORTS**

The following reports are required, and the list does not preclude the City from requiring other reports from the Contractor:

<u>Report Name</u>	<u>Frequency of Submittal to City</u>
Employee accident reports	Within 24 hours of occurrence
ACCD Equipment damage report	Within 24 hours of occurrence
Customer complaint summary	Weekly
Sales reports	Monthly
Commission reports	Monthly
Equipment maintenance reports	Monthly
Inventory reports	Bi-Annually
Audited financial statements	Annually

## Equipment

[illegible]

**Add Additional Sheets As Necessary**

**Personnel**

Name/Type of Personnel			Suggested Hourly Billing Rate
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Indicated any required work rules and/or regulations (e.g. overtime, minimum call times, breaks, etc.)

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**Add Additional Sheets As Necessary**

ATTACHMENT J  
Reference Sheet Addendum

Proposer's Name: \_\_\_\_\_

1.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
	Current Fee/Commission Structure		
	Average Age of Equipment		

2.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
	Current Fee/Commission Structure		
	Average Age of Equipment		



ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: \_\_\_\_\_

3.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
	Current Fee/Commission Structure		
	Average Age of Equipment		

4.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
	Current Fee/Commission Structure		
	Average Age of Equipment		

ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: \_\_\_\_\_

5.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
	Current Fee/Commission Structure		
	Average Age of Equipment		

**Competitive Commission Proposal**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Minimum Annual Fee paid to City	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Commission percentage on Audio Visual and Services	_____ %	_____ %	_____ %	_____ %	_____ %
Commission percentage on Rigging Services (including both personnel and equipment rentals)	_____ %	_____ %	_____ %	_____ %	_____ %
Commission percentage on any upcharges billed to ACCD Clients for the use of subcontracted services or equipment	_____ %	_____ %	_____ %	_____ %	_____ %
Discount offered to City as per Section 0500, 4.2.2 of RFP	_____ %	_____ %	_____ %	_____ %	_____ %

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	Freeman Audio Visual Solutions, Inc.						
Physical Address	4801 Freidrich Lane, Ste. 100, Austin, TX 78744						
Is Firm located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>			No			
In business at this location for past 5 yrs?	Yes			No <input checked="" type="checkbox"/> Relocated in Nov. 2011 from 7 years at 2101 E. St. Elmo, Austin, TX 78744			
Location Type:	Headquarters	Yes	No <input checked="" type="checkbox"/>	Branch	Yes <input checked="" type="checkbox"/>	No	

**SUBCONTRACTOR(S):**

Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
In business at this location for past 5 yrs?	Yes			No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No	

**SUBCONTRACTOR(S):**

Name of Local Firm							
Physical Address							
Is Firm located in the Corporate City Limits? (circle one)	Yes			No			
In business at this location for past 5 yrs?	Yes			No			
Location Type:	Headquarters	Yes	No <input checked="" type="checkbox"/>	Branch	Yes <input checked="" type="checkbox"/>	No	

**City of Austin  
Purchasing Office  
Local Business Presence Identification Form**

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**ACKNOWLEDGEMENT**

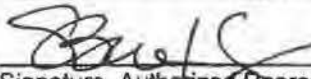
THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

Freeman Audio Visual Solutions, Inc.

---



Signature, Authorized Representative of Offeror

Regional Vice President

---

Title

B-13-12

---

Date

**END**

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least  recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Company's Name	<input type="text" value="George R. Brown Convention Center"/>		
Name of Contact	<input type="text" value="Luther Villagomez"/>	Contact Title	<input type="text" value="Director"/>
Present Address	<input type="text" value="1001 Avenida de las Americas"/>		
City	<input type="text" value="Houston"/>	State	<input type="text" value="TX"/> Zip Code <input type="text" value="77010"/>
Telephone Number	<input type="text" value="713-853-8000"/>	FAX Number	<input type="text" value="None available"/>
Email Address	<input type="text" value="luther.villagomez@houstonfirst.com"/>		

Company's Name	<input type="text" value="Irving Convention Center"/>		
Name of Contact	<input type="text" value="Tom Meehan"/>	Contact Title	<input type="text" value="General Manager"/>
Present Address	<input type="text" value="500 W. Las Colinas Blvd."/>		
City	<input type="text" value="Irving"/>	State	<input type="text" value="TX"/> Zip Code <input type="text" value="75039"/>
Telephone Number	<input type="text" value="972-401-7750"/>	FAX Number	<input type="text" value="None available"/>
Email Address	<input type="text" value="tmeehan@irvingconventioncenter.com"/>		

Company's Name	<input type="text" value="Moody Gardens Hotel, Spa &amp; Convention Center"/>		
Name of Contact	<input type="text" value="Garvin O'Neil"/>	Contact Title	<input type="text" value="General Manager"/>
Present Address	<input type="text" value="Seven Hope Blvd."/>		
City	<input type="text" value="Galveston"/>	State	<input type="text" value="TX"/> Zip Code <input type="text" value="77554"/>
Telephone Number	<input type="text" value="409-741-8484"/>	FAX Number	<input type="text" value="None available"/>
Email Address	<input type="text" value="goneil@moodygardens.com"/>		

Company's Name	Hilton Americas		
Name of Contact	Joe Palmieri	Contact Title	General Manager
Present Address	1600 Lamar		
City	Houston	State	TX Zip Code 77010
Telephone Number	713-739-8000	FAX Number	None available
Email Address	joe.palmieri@hilton.com		

Company's Name	San Luis Resort, Spa & Conf. Center and Galveston Island Convention Center		
Name of Contact	David Townsend	Contact Title	Director of Conf. Planning
Present Address	5222 Seawall Blvd.		
City	Galveston	State	TX Zip Code 77551
Telephone Number	409-740-8635	FAX Number	None available
Email Address	davidtownsend@ldry.com		

City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO PAX0106

City of Austin, Texas  
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination In Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*



Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

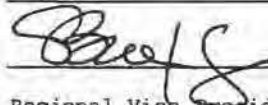
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 13th day of August, 2012

CONTRACTOR

Freeman Audio Visual Solutions, Inc

Authorized Signature



Title

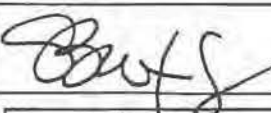
Regional Vice President

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. PAX0106

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Freeman Audio Visual Solutions, Inc.		
Signature of Officer or Authorized Representative:		Date:	8-13-12
Printed Name:	Sean Baxley		
Title:	Regional Vice President		

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. PAX0106  
FOR**

Audio Visual and Rigging Services

**State of Texas**

**County of Travis**

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

--

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Freeman Audio Visual Solutions, Inc.
Printed Name:	Sean Baxley
Title:	Regional Vice President

  
\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 13 day of August, 2012.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 1-17-2013



**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
(Please duplicate as needed)

SOLICITATION NO. PAX0106

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	PDF Format would not allow use of "Add" Button. Please see following separate page listing all Freeman Employees name and title.	
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<span style="border: 1px solid black; padding: 2px;">Freeman Audio Visual Solutions, Inc.</span>		
Signature of Officer or Authorized Representative:		Date:	<span style="border: 1px solid black; padding: 2px;">8-13-12</span>
Printed Name:	<span style="border: 1px solid black; padding: 2px;">Sean Baxley</span>		
Title:	<span style="border: 1px solid black; padding: 2px;">Regional Vice President</span>		



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: PAX0106

PROJECT NAME: Audio Visual and Rigging Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Freeman Audio Visual Solutions, Inc.

Company Name

Todd Drackley General Manager

Name and Title of Authorized Representative (Print or Type)

[Signature]

Signature

9/4/2012

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER: PAX0106

PROJECT NAME: Audio Visual and Rigging Services

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Freeman Audio Visual Solutions, Inc.		
Address	4801 Freidrich Lane		
City, State Zip	Austin, TX 78744		
Phone	512-827-3200	Fax Number	512-827-3201
Name of Contact Person	Todd Drackley, General Manager		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Sean Baxley, Regional Vice President

Name and Title of Authorized Representative (Print or Type)



Signature

8-13-12

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>	Freeman will provide upon contract award		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>	Freeman will provide upon contract award		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

I having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

Director/Deputy Director

Date





## Response to RFP

To ensure that we have responded in the most clear and comprehensive manner possible, our response will address each item listed in the Proposal preparation Instructions for the Austin Convention Center,

References, herein, to the Austin Convention Center Department shall be referred to as the "ACCD".

References, herein, to Freeman Audio Visual Solutions, Inc. shall be referred to as "Freeman".

The original text of the RFP is printed in grey, and the Freeman response in **blue**.

Thank you for considering our response.





## 1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

*Please see Executive Summary Tab.*

1.1 Part I – Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element, which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate as well as the date of incorporation or licensing.

**Freeman Audio Visual Solutions, Inc.**

**Corporate Headquarters: 4545 W. Davis Street  
Dallas, TX 75211**

**Austin Branch: 4801 Freidrich Lane  
Building 1, Suite 100  
Austin, TX 78744**

Parent company, Freeman, is a privately held corporation, incorporated in Texas in 2003. Stock in the company is held by the Freeman family and all Full Time employee owners through an Employee Stock Ownership Plan, with the employee owners currently owning 38% of company stock.

1.2 Part II - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your ability to perform the services requested herein. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

As the preferred audio visual services provider to the ACCD for over 20 years, Freeman has a thorough understanding of the ACCD priorities and goals in selecting an audio visual partner. It is our intent to clearly show that Freeman is the best organization to meet and exceed the expectations of the ACCD staff and our mutual customers.

We present a partnership that is built on:

- *Seamless integration with the ACCD staff*
- *Parallel customer service and standards of excellence*
- *A total commitment to guest satisfaction*
- *Technological excellence*
- *Aggressive and structured sales approach with over 600 sales professionals nationwide.*
- *Dominant national sales and marketing strength producing over 3700 events annually*

Our financial package is strong and demonstrates the value of having an audio visual partner that will insure maximum market share capture.

Always putting the customer first, Freeman has grown, and continues to lead the industry, by listening to customers' needs. We take problem solving one step further and anticipate what customers don't even know they need.

Long term relationships aren't easy to come by in business, yet Freeman understands what it takes to solidify the bonds of true partnership. By empowering our employees to make educated, strategic decisions Freeman delivers reliable, consistent problem solving solutions that our customers have come to rely on.

Freeman's visionary foresights, commitment to quality and, above all, high standards of ethics are our winning combination for success.





We value the relationships we have with our partners and are committed to forging new strategic alliances that are critical to our continued evolution. Freeman sees the future of face-to-face marketing and is leading the industry forward. Our vision for strategic growth will ensure not only our success but that of the entire industry. Freeman is unwaveringly committed to making a difference, one person at a time, one interaction at a time – with integrity.

In order to keep pace with the demands of the global economy, changes in how the business world – and individuals – operate and communicate, Freeman must continue to innovate and evolve. We are committed to keeping pace with the ever-changing world and are not content to remain complacent.

Freeman provides a complete range of event services, including overall event design and décor, graphics production, corporate event services, exhibit design, installation and dismantle services, audio visual presentation technologies, theatrical stage rigging and exhibit program management. From planning and design to staging, labor and logistics, we can handle the entire program. Our wide variety of event experiences provides you with access to an unlimited supply of resources and creativity.

We will achieve a sustainable competitive advantage by providing the most comprehensive range of services and state-of-the-art equipment that is reliable, well maintained and consistent throughout our North American service delivery network.

Our mission is to provide the ACCD and our mutual clients, a seamless and fully integrated customer approach. We are confident that our vast scope of technology solutions, our aggressive and structured sales approach, a professional and highly skilled staff and exemplary customer service will insure continued growth of the audio visual revenues.

### **Presentation Technology Solutions**

Freeman considers the following services to be core competencies and provides all on an in-house basis:

#### **Audio**

We offer broadcast and concert-quality systems and specialized packages for every application.

#### **Video**

Our video systems include broadcast-quality video production systems, professional video enhancements and image magnification.

#### **Lighting**

Our lighting designers can add depth, texture and color to any event with theatrical lighting, intelligent lighting systems, and rigging design and installation. A multitude of different looks can be achieved to create spectacular environmental and stage illumination. Freeman offers highly creative lighting solutions and technical expertise that ensures high-quality, fully functional lighting solutions.

#### **Projection**

An important part of any event, we offer brilliant, crystal clear imagery to ensure the customer's message is delivered successfully. We use high-end video projection and display components to support any format or resolution, with computer data projection, LCD and DLP projection options including Plasma HD technology. Options are also in place to bring messages to life using PowerPoint, IMAG or any media playback. Additionally, we have solutions for situations where space and light considerations create projection challenges.



***Staging***

Our event staging specialists deliver dynamic, smoothly executed events using state-of-the-art audio and video systems. With theatrical scenery, complete in-house design and fabrication, stock stage sets and special effects, we create the distinctive look that will be remembered. Whether the customers' brand is traditional or trendsetting, whether the event accommodates 50 or 50,000, we can design and construct custom environments that bring it to life – while working within the customers' budget

***Simultaneous Interpretation***

We provide fluid simultaneous interpretation for events of any size in any location worldwide. This engages every member of the audience, allowing them to listen to messages in their own languages, bridging communication barriers. We offer wireless, infrared, and radio frequency systems.

***Overflow-on-Demand***

Overflow-on-Demand uses the venue's network to transmit audio and video from one location to any other, allowing any room to serve as an overflow room. All rooms can be ready to send their audio and video to an overflow room at a moment's notice. No attendee need ever be turned away from a session due to capacity constraints.

***Audience Response Systems***

The Audience Response System (ARS) is a cost-effective interactive tool used in training or delegate polling situations that provide instant reporting and enhance communication with the speaker and audience. For example, audience responses to case studies can guide the direction of a live discussion. Speakers can collect audience responses and integrate them into a live presentation or store them for analysis at a later time. The system also offers a variety of polling possibilities, including yes/no and multiple choice responses.

***Multi-Microphone Discussion Systems***

The flexible Digimic Multi-Microphone Discussion System can be configured to provide delegate control or technician control and is specifically designed for conference applications in boardroom, classroom or hollow-square style environments.

***Press Conferences***

Media Sound Distribution Centers (MSDCs) provide broadcast-quality sound reproduction suitable for radio and television audio feeds. The media simply plug into the MSDC avoiding a cluster of press microphones at the podium. Custom podiums, unobtrusive black microphones, logos, lighting and staging services are available to provide a professional press conference environment.

***Computer Services***

We are a single source for all computer equipment and presentation technology needs. Offering the latest computer equipment for meeting rooms, show management offices, internet kiosks and cafés, general sessions and exhibits, our Microsoft® certified technicians and coordinators offer the highest level of service.

***Presentation Management***

Freeman handles the management of presentations for educational sessions, training meetings and any other event where multiple speakers are involved. We offer advanced presentation submissions from speakers via a secure website or on-site at the Speaker Ready Room. Presentations are transferred via intranet to the presenter's assigned meeting room, thereby minimizing delays and allowing for improved efficiencies during sessions, and better service for speakers.





### ***Exhibit and Trade Show Programs***

We offer extensive inventories of the most current state-of-the-art technology for exhibits including intelligent lighting systems, flat screen technology, concert-quality sound systems, high resolution projection systems, large format presentation monitors, and HD LCD and Plasma technology.

### ***Video conferencing***

Freeman has provided video conferencing solutions for many different events, from board room style meetings to large plenary sessions.

### ***Rigging***

Freeman has been instrumental in the development of theatrical rigging standards that are used throughout the industry today. As a leader in safety, we employ these standards in our equipment maintenance program and our equipment installation procedures.

Freeman represents one source for a full range of facility/hotel, theatrical, exhibit and event rigging services. Our specialists have extensive experience in rigging design and execution for every type of specialized rigging project, including signs, trusses, audio systems, lighting components, exhibitry, special display items and theatrical systems.

Freeman has extensive rigging expertise and capabilities through our acquisition of Stage Rigging, Inc. Stage Rigging and Freeman are industry leaders with respect to fall protection and safety standards.

### ***Online Event – Session Capture & Webcasting***

OnlineEvent is a service that specializes in media acquisition and online distribution. Freeman's OnlineEvent serves to capture and produce beautiful video footage to any file format, and ultimately monetize the disruption of the content to a global audience. Our strategic, creative and logistics solutions transform face-to-face experiences and extend the value of the live engagement investment for show organizers, corporate event marketers and exhibitors.

- *Our custom built system allows for fast deployment, simplified set-up, and high resolution video and audio recordings.*
- *Resolution and frame rate are definable, depending on the clients' requirements.*
- *Capturing full-motion video or computer graphics has never been more streamlined.*
- *State-of-the-art backup systems insure the project against hardware failure.*
- *System can be remotely monitored via available network, reducing labor requirements.*
- *Video is natively captured at a high-quality AVI. OnlineEvent can then quickly transcode the file to any format that is suitable for the customers' needs.*
- *Rapid turn-around times – in as fast as 24 hours in some cases.*
- *Our specialized team can improve any production using motion graphics, animated text, color correction, advanced audio editing, trims, edits, etc.*

Any file format can be converted and/or compressed to any other file format, dramatically increasing the applications for the final product.





### ***Additional Digital Services***

Freeman offers the latest in digital technology making it possible for your customers to manage various aspects of a show or conference more efficiently, easily and profitably. We also provide the support staff to make using it easy. And because we are a Microsoft® Certified Gold Partner, Freeman can provide all required hardware and software, along with friendly, professional technical support. Additional digital service offerings include:

- *Sponsorship and branding*
- *Digital signage*
- *Information kiosks*

## **Key advantages to choosing Freeman...**

### **Our People**

The mark of a good company rests in their people. At Freeman, our employees are our most valuable asset. Our employee owners differentiate us from being just another service provider, to being a company engaged in the customer experience. Our team of experienced professionals has been carefully selected to ensure their responsiveness and availability to exceed our customers' expectations. We are committed to empowering our employees to carry forth the core values that Freeman was founded on. We are dedicated to our customers' success and providing them with customized solutions.

### **Our Experience**

For the past 20 years, Freeman has worked side by side with the management and staff of the ACCD to build a deep understanding of the needs of our mutual clients. We share a long and great history.

### **Our Customer Focus and Unparalleled Service Standards**

Our employees are empowered to make decisions in the best interest of our customers. We don't answer to stockholders or other outsiders. We answer to no one but our Customers.

We recognize how important the customer experience is not only to our customers but to the success of our company and our industry. In the last four years, Freeman has created a cultural shift in our approach to customer service, placing it at the front of our business model and our daily activities. To ensure that our service levels continue to exceed the customers' expectations, an ESurvey is sent to the customer at the conclusion of their event. The ESurvey provides immediate feedback from which we continue to evaluate and reinvest in our customer service standards.

1.2.1 The City is responsible for bringing Clients to ACCD Facilities and programming event activity for the ACCD and the Successful Proposer will market the audio visual and rigging services to such Clients and potential Clients. Provide specific information on a program directed to the continuous marketing of audio visual and rigging services and sales effort for the ACCD. Proposers should submit marketing material and detail any sales campaigns for similar facilities at which it currently operates. Also, describe how Proposer markets the services of any subcontractors (e.g. rigging services) used on a regular basis.

Freeman was founded on the principles of relationship selling. Our focus over the last 40 years has been to develop customer relationships that allow us to enjoy multi-year, multi-city bookings. To that end, our entire culture, business model and mindset have embraced this philosophy.

Freeman's sales efforts are based on strong, fundamental sales principles: early contact, regular follow-up, and a consultative selling philosophy. We will work closely with the ACCD sales and marketing team to ensure a timely flow of leads, a co-operative sales approach and maximum market share capture.





1.2.2 Proposer shall submit evidence of major achievement/awards/recognition that exemplify innovative marketing you have created in collaboration with a client. Submit photographs, articles or other supporting information you may wish to provide. DO NOT SUBMIT MARKETING MATERIALS UNLESS THEY ARE ASSOCIATED WITH THE SPECIFIC AWARD.

Freeman has a long standing and highly successful partnership with Dell. We are their preferred audio visual services provider and travel worldwide with them to provide all aspects of their required event solutions.

During the recent Dell Tech and Dell World events, we work directly with the Dell Events Team, Maritz and the ACCD from the initial planning to preparation of diagrams for approval by the ACC and Fire Marshall. A minute by minute schedule was prepared laying out all details from load in to load out and all of the specifications for electrical, staging, seating, etc., to keep the entire team (Freeman, Dell, ACCD, etc.) in sync throughout the process.

Freeman is considered to be Dells "true" solutions provider and is counted on to provide seamless face to face marketing solutions for all events we produce.

The following are some samples of Freeman's event production at the recent Dell Tech Summit and Dell World events.







1.2.3 Describe the special staff expertise (both corporate staff and proposed staff for ACCD) and availability in regards to sales and marketing of audio visual and rigging services that your company would provide to the ACCD. Include any certifications or achievements of such staff.

Freeman's Austin sales team consists of a Managing Sales Director, three (3) local Account Executives, seven (7) National Account Executives, one Sales Administrator, and one Exhibitor Sales Representative. This group of highly trained professionals has produced numerous large scale events at the ACCD and has an in-depth knowledge of the Austin convention and meetings market segment.

Two of our National Account Executives have obtained their CMP designation and all members of the Austin staff have received their CSC, Customer Service Certification.

In addition to our local Austin sales team, Freeman offers the ACCD the most comprehensive sales and marketing organization in the audio visual industry and is best qualified to capture market share in a competitive market.

Freeman's sales team has grown to include over 600 members located in offices throughout North America. Over 200 of these sales team members specialize in developing AV solutions, with the rest generating leads for the AV specialists.

Many of these sales executives possess decades of audio visual sales experience. By virtue of existing customer relationships, these sales executives will sell in-bound business to the ACCD through multiple year contracts or multiple city tours.

Target Markets - Freeman adapts different selling strategies for individual client groups. Our national and local sales teams focus on these key client groups:

- *Associations (both National and Texas based)*
- *Trade show management companies*
- *Meeting management companies*
- *Production companies*
- *Corporate meeting managers*
- *Independent corporate meeting planners*
- *Exhibit builders*

1.2.4 Provide specific information on marketing program development to enhance or increase business, build clientele and to assist the recruitment of business, including any reports that relate to sales efforts, such as win/loss, overviews, summaries, or lead source effectiveness.

***Freeman Sales and Marketing...***

We have always worked closely with the ACCD Sales & Marketing and Convention Services team to insure a co-operative sales approach prior to, during and after the booking process is complete. Our current involvement in the sales process for both ACCD and the Palmer Events Center includes attending site visits, pre-planning meetings, weekly operations meetings, participating in demonstrations and capabilities presentations, etc. We utilize every opportunity to educate potential clients on Freeman's full scope of services. We will continue to adhere to this principle.

Freeman Audio Visual recently partnered with the Austin Convention Center to produce Austin's inaugural "More Than Microphones" client learning event. Sixty clients attended this three hour educational event showcasing Freeman's entire suite of latest digital and social technologies. Six Freeman subject matter experts delivered presentations and then the clients were cut loose to experience the products and services first hand. Items showcased included: ARS, Freeman Modular Solutions, Digital Signage, Wayfinding, Social Media, 3-D Technology.





### **Sales Cycle**

Freeman has a structured and proven sales approach that is focused on maximizing the capture rate for audio visual revenue in the facility.

**Lead Resources:** Leads are received from the ACCD and through Freeman's National Sales Group.

To determine specific quantitative sales goals, each business opportunity is qualified and given a classification for its stage in the sales cycle. An estimated gross revenue amount is determined from historical data and industry trends. Leads are then assigned realistic probabilities for closing. Based on this information we are able to accurately forecast our sales performance.

**Research:** If the client has previously worked with Freeman, our Account Executive will contact the associated Freeman representative to obtain information about the client and discuss a sales strategy.

Freeman utilizes Salesforce.com, a leader in CRM database services, for all lead tracking and follow-up. Using metrics and customized features, we currently track over 50,000 accounts, trade shows, and corporate events. These tools assist us in staying in touch with our customers and potential customers and tracking where they are going.

**Initial Contact:** After the lead is researched and qualified, contact is generally made from 18 to 24 months in advance of the event. Contact by letter and phone is made introducing Freeman's capabilities. Initially the Freeman sales representative will:

- *Identify key decision makers in the client's organization.*
- *Obtain an overview of AV requirements.*
- *Determine the client's AV budget.*
- *Identify which AV vendor(s) the client has used in the past.*
- *Determine when the organization sends out RFPs for AV services.*
- *Determine the client's timetable and sets a trace date for call-back.*

Once this basic information has been gathered and initial contact is made, each sales opportunity is scheduled for follow-up.

**Quotation and Proposal:** Freeman will provide timely proposals and detailed estimates when requested by the client. These proposals and estimates can be provided in either electronic or hardcopy formats, whichever is preferred by the client. The proposals will include sales collateral, diagrams and/or links to Freeman's creative galleries when appropriate.

**Follow-up and Negotiation:** Once our estimate or proposal has been delivered, the Freeman sales representative carefully follows-up to make sure all questions and concerns are addressed. Any hurdles to booking the business are identified and incorporated into our sales strategy.

We will ascertain when we are in a competitive bidding situation and negotiate special discounts, pricing and other incentives when it is necessary to secure the business.

If the client is contracted to a Freeman competitor, we will also market directly to the outside AV or production company to sub-rent our equipment and services.

### **Marketing**

Freeman has an aggressive, multi-faceted marketing strategy with an extensive annual budget for marketing and sales promotion activities. This permits us to reach a broad base of customers across North America. As a result of our marketing programs, the Freeman brand enjoys the widest recognition of any North American audio visual supplier.





Freeman's media campaign includes advertising in these publications and directories:

- *Exhibitor Magazine*
- *GWSAE Directory*
- *Expo (IAEE) Membership Directory*
- *Convene Magazine*
- *PCMA Preliminary and Annual Meeting Programs*
- *Banner ads in PCMA digital initiatives*
- *MPI Directory*
- *One+*
- *Tradeshaw Executive*
- *Meetings and Conventions*
- *Event Marketer*

As do many of our customers, Freeman maintains memberships in, and actively supports, numerous industry organizations, including:

- American Business Media (ABM)*
- American Society of Association Executives (ASAE)*
- Association of Convention Operations Management (ACOM)*
- Center for Exhibition Industry Research (CEIR)*
- Health Care Exhibitors Assn. (HCEA)*
- Hospitality Sales and Marketing Association International (HSMAI)*
- International Association for Exhibitions & Events (IAEE)*
- Meeting Professionals International (MPI)*
- Professional Convention Management Association (PCMA)*
- Society of Independent Show Organizers (SISO)*
- Strategic Account Management Association (SAMA)*
- Texas Association of Convention Operations Manager (TxACOM)*
- Texas Society of Association Executives (TSAE)*

In addition, Freeman often serves as the audio visual contractor for the three major industry associations at their annual conventions: IAEE, PCMA and MPI. We also frequently produce events for the PCMA Education Foundation.



### Exhibitor Marketing

Our national exhibitor sales program markets directly to major exhibitors with multiple shows and secures national long-term agreements. We are also active with IAEE on the local and national level giving us valuable exposure to this important target market.

The following is a sample marketing piece Freeman is currently utilizing for the Texas market:

**F R E E M A N**

**FREEMAN'S EVENT MARKETING RESOURCES**  
**BLEND TURNKEY SOLUTIONS WITH INNOVATIVE IDEAS.**

**SERVICES IN TEXAS INCLUDE:**

Audio, Visual, Lighting and Projection	Design & Floor Plans	Entertainment	Logistics Planning	<b>Austin AV: 512-459-6094</b>
Banners	Digital Graphics	Exhibit Transportation	Material Handling Services	<b>Dallas Expo: 214-634-1463</b>
Creative Services	Digital Services	Furnishings	Production Services	<b>Dallas AV: 214-623-1300</b>
Décor	Drapes and Carpet	Hospitality Areas	Registration Areas Staging	<b>Houston Expo: 713-433-2400</b>
	Electrical Services	Installation	Screen Masking	<b>Houston AV: 713-653-8180</b>
				<b>San Antonio Expo: 210-227-0341</b>
				<b>San Antonio AV: 210-226-1376</b>

Discover the many new ways we can transform your live engagements at [freemanco.com](http://freemanco.com).

**INNOVATION DEDICATED TO YOUR BRAND.**

1.2.5 Provide specific information on any creative approaches that may be appropriate. Proposer may also provide supporting documentation that would be pertinent to this RFP.

In addition to the capabilities of our local Austin sales staff, Freeman has a vast Creative Services department that is available to assist our mutual clients in conceptualizing, designing and producing their event.

### Environmental Design

Freeman offers full service scenic capabilities. In-house designed, carpenters and scenic artists work together to deliver a high quality product that is amazingly similar to pre-visualization renderings. Full knowledge of stage craft, materials and structural design allows the Freeman scenic team to design what they can deliver and deliver what they design.





## Media Development

Freeman's team of creative professionals works to make every production unique and memorable.

Concept/Scripting/Production	Non-Linear Editing
Custom Video Modules	PowerPoint Design
Broadcast Quality Animation & Effects	Video Production in All Formats
Corporate/Marketing Video Production	Destination Video Production
Event Highlight Video Production	Voice Over Casting & Recording
Music Production	

We take pride in our goal to communicate the client's message in exciting and innovative ways. From broadcast quality animations and effects and HD video production to live web casting and iPod video, our talented team of industry professionals and cutting edge equipment allow us to create captivating, dynamic products, allowing our client to focus on the message and beyond.

Whether leading the effort or working as a part of a team, we act as a virtual extension of the customers' organization and efforts so that we have a solid understanding of their business, their culture, their goals, and what it takes to bring their message to the next level and get the job done right.

1.2.6 Provide a description of any major achievements Proposer can point to as an example of quality performance recognition your company has received.

The following are a sample of some of Freeman's recent industry recognition/awards:

### **Freeman Wins EXHIBITOR2012 Buyers Choice Award**

March 2012 – For the third consecutive year, Freeman won the prestigious Buyers Choice Award for Best New Product at EXHIBITOR2012, held March 4-8 at the Mandalay Bay Convention Center in Las Vegas.

### **Freeman Earns a Spot on 2011 InformationWeek 500 List of Top Technology Innovators Across America**

September 2011 – Freeman made this year's InformationWeek 500, an annual listing of the nation's most innovative users of business technology.

### **Freeman Recognized With Well-Managed Award by Baylor Institute for Family Business**

September 2011 – Freeman was awarded the Well-Managed Award by the 2011 Texas Family Business of the Year Awards Program hosted by Baylor University's Institute for Family Business.

Baylor University's Institute for Family Business recognizes family-owned companies that demonstrate a commitment to business continuity through its annual Texas Family Business of the Year Awards. Freeman was among the distinguished companies recognized for being responsive to the needs of their employees, communities and industries.

### **Freeman Wins 'Best on the Show Floor' at IAEE's Expo! Expo!**

December 2011 - Freeman was honored with "Best on the Show Floor" awards by International Association of Exhibitions and Events (IAEE) during Expo! Expo! on December 7, in Las Vegas.

IAEE's "Best on the Show Floor" awards are selected by a committee of industry professionals and include several categories for the more than 100 exhibitors. IAEE is the largest association of the exhibitions and events industry in the world, with a membership of show organizers, exhibitors and exhibition suppliers





### **Freeman Honored with InfoComm/LSA Staged Events Award**

July 2010 – Freeman was honored in Las Vegas with two InfoComm/LSA Staged Events Awards 2010. The first, a Miller-Coors project, won for Best Overall Staging for a Corporate or Association Event - Technology Budget over \$200,000

Freeman also won Best Overall Staging for a Corporate Industrial Entertainment Event for an American Library Association (ALA) project. "It is difficult for a lighting submission to grab attention when it's up against so many great total staging projects with video. But lighting is one area that can own a show if it is done properly, and this event exemplifies the power of light over the audience," remarked one judge.

Freeman has established itself as the world leader in this area, winning nine InfoComm/LSA Staged Events Awards in the past four years. The Staged Events Awards, hosted by Lighting&Sound America took place in June of 2010 in Las Vegas, Nevada.

1.2.7 Based on your experience in similar facilities to ACCD Facilities, provide specific information on tasks, projects, initiatives, or programs you have utilized to improve services levels in those facilities, whether it affected only audio visual and rigging services or other services/departments within the facility. Such improvements include, but are not limited to, improving communication with facility staff, building relationships with Clients, securing new Clients, and making operating processes more efficient.

In all Freeman contracted facilities, we feel that constant communication with internal departments is critical to our success.

To that end, we focus on building individual relationships with the people we work with day-to-day and establish processes for a thorough and timely exchange of information.

We believe that only through involvement in the customer experience from inception to execution of their event can we continue to deliver superior service levels.

Freeman optimizes our performance levels by:

- *Attending client site visits*
- *Early and frequent communication with clients to determine scope of services required and expectations*
- *Attend internal facility meetings (sales, convention services, operations) to insure that we are constantly updated of any relevant details regarding client events*
- *Have established methods of internal communication (SharePoint site) for Freeman Sales and Operations to input, update and share data related to a specific event.*

In addition, Freeman constantly reevaluates our internal processes to insure that we are operating at optimum levels of efficiency which ultimately serves both the client and our facility partner.

1.2.8 Provide specific information on Proposer organization's quality assurance methods as it relates to Client job fulfillment and ACCD Client satisfaction, including pre, during, and post event actions.

We recognize how important the customer experience is, not only to our client, but also to the success of our company and our industry. Freeman takes pride in providing the best service in the industry. 'Service Second to None' is one of our core values. We provide an extensive array of communication vehicles for communicating promptly and efficiently with our customers on a 24/7 basis and we are confident we will exceed expectations for prompt, responsive, single-point customer service.

Freeman measures customer satisfaction in several ways. First, we listen to our customers. We also use an automated web-based survey tool that allows our customers to rate our service with regard to customer service, response time, equipment quality, and performance levels.





We monitor our service efficiencies internally through Post Show reports which are completed by show technicians and submitted through project management. The Post Show Reports are reviewed and addressed during post show meetings by local operations managers, general managers and our Vice President of Operations to ensure consistent responses throughout the company.

As a part of the Post Show reporting, Freeman has established a National Labor Database in which all labor resources are evaluated and tracked to insure consistent and superior quality in our technical staffing. Data is included for not only Freeman full and part-time employees, but also for persons hired from unions, labor brokers and independent contractors. This tool serves as an invaluable resource for Freeman Sales and Management in selecting and assigning the appropriate technical resources for each event produced.

1.2.9 Describe your standard expectations and philosophy of customer service protocols for audio visual and rigging services, including how those expectations are memorialized (e.g. brochure, binder, website). If your firm maintains a formal customer service program, include an applicable description and/or materials that demonstrate the Proposer's commitment to customer service.

In the last five years, Freeman has created a cultural shift in our approach to customer service, placing it at the front of our business model and our daily activities.

Freeman's service philosophy is grounded in the belief that we must continually strive to exceed our customers' expectations. We reinforce this culture through continuing education and sharing of customer feedback with our employees to insure continuous improvement in our service delivery.

Freeman also has numerous programs for individual recognition and reward, such as the following, in which employees are nominated by both management and their peers:

- *Service Heroes*
- *Star of Excellence*
- *Employee of the Year*

To ensure that our service levels continue to exceed the customers' expectations, an Electronic Survey (ESurvey) is sent to the customer following their event. The responses to these surveys are reviewed by the Account Executive and numerous members of the Freeman Management team. In the event of a negative response, the customer is contacted immediately to discuss and resolve any concerns.

1.2.10 Describe how Proposer will decrease landfill waste to include, but not limited to, reuse of equipment, recycling, and other sustainable programs. This includes waste generated from general office administration as well as rental equipment and supplies.

### **Freeman's Green Philosophy**

Freeman is committed to seeking ways to produce more environmentally-friendly events, and also actively engages in green practices within our own day-to-day operations. In addition, Freeman has and will partner with customers in a collaborative effort to help find ways to make their events more eco-friendly.

### **Grass Roots Green Teams**

As part of Freeman's overall cultural values, employee owners in 70 branch facilities across North America are actively involved in fulfilling our Green philosophy. Company activities are structured on a two-tier approach, with a Central Green Committee comprised of various corporate and national branch representatives, and local branch Green champions who lead Green Committee teams at their locations.





The Green team philosophy is to foster innovation and commitment from employee owners – grass root efforts from the field. This approach allows Green teams to be creative and take advantage of local opportunities. The local committees test and feed successful innovations up to the Central committee, who in turn provides access and shared information to other offices for implementation. In addition, the Central committee establishes standard and best practices for company-wide eco-friendly practices.

## In our office environments

Recycling used products... Through our national vendor partners, we have arranged for the responsible recycling of many of our office and business-related products in branch offices across North America, including:

Paper	Toner cartridges
Printers	Computers
Cell Phones	Copier machines
Glass, aluminum cans and plastic (where service is available)	

## Purchasing Recycled Products

Through national agreements with vendor partners, Freeman currently purchases over 200 different types of office supplies and other building supply materials that contain a minimum of 10% Post Consumer Recycled Content, or are classified as re-manufactured, non-toxic, and/or biodegradable. Some of the wide ranges of these products include:

- Copier and printer paper
- Office file folders
- Paper pads
- Shipping materials
- Envelopes
- Drinking cups and other break room supplies

1.2.11 Provide any suggested modifications to the ACCD physical layout or equipment, and suggestions on improvements to the existing audio visual or rigging areas. Recommendations may include, but are not limited to, storage, patch locations, control locations, rigging point locations, control room layouts, lighting and sound software and hardware configurations or upgrades. Include renderings or plan layouts, if applicable.

Based upon our many years of experience working in the ACCD, Freeman suggests the following modifications to improve production in the Center.

- ACC to install shackles in Ballroom A-C steel grid in order to create an organized, permanent rigging grid in the ceiling. This would improve efficiency and safety of rigging in Ballroom A-C.
- ACC to install more rigging eyelets in Ballroom D-G. This would increase the quantity of production elements that can be hung in the ballroom as well as improve safety.
- ACC to reinforce the broken steel beam in Palmer Event Center Hall. This would improve rigging capabilities as well as safety.
- Upgrade control of house lighting systems in ballrooms to make them DMX
- Redistribution of electrical service at PEC to include multiple 400 amp service in both exhibit halls. This would increase the quantity of production elements that can be used in the exhibit halls as well as improve safety.

**If selected as the preferred audio visual and rigging contractor to the ACCD, and if the rigging portion of this vendor agreement is designated as "exclusive", Freeman agrees to provide the upgrades for Ballroom A-C and for Ballroom D-G.**





1.2.12 Describe your approach to keeping current with changes in technology. Include, at a minimum, narrative that describes how your firm maintains awareness of new technology, how it implements new technology/equipment into your inventories, and how your staff is trained in the use of new technology. New technology includes that which applies to both equipment and procedures.

#### **Technology Standards**

Freeman is dedicated to the innovative use of technology. We keep abreast of and implement the latest technology applications in a few key ways;

- *We actively seek input from our clients – how can we use technology to solve their problems, gain efficiencies, or enhance the overall experience?*
- *We use this client information to prioritize our innovation development – what is most important to our customers?*
- *We deploy resources to efficiently analyze, recommend and deploy solutions – the internal Freeman Innovation Council is actively seeking innovative technology.*

In addition to gaining valuable information from our clients, Freeman has dedicated resources to actively seek out innovative uses of technology. We have recently implemented a new role within the organization at a senior level, Senior Vice President of Technology, whose responsibilities are directly tied to leading our innovative solutions through the effective use of technology.

#### **Technological Excellence**

In keeping with our core value of Technological Excellence, Freeman has established a National Rental Advisory Committee and a Technical Training Advisory Committee comprised of employees who are considered specialists in their fields. These committees are charged with proactively seeking information from manufacturers on new state-of-the-art equipment, developing trends coming into the marketplace, evaluating all proposed technology for quality, and assisting in establishing the most effective means of training on the equipment.

In addition, as active members of the International Communications Industries Association (ICIA), Freeman receives updates on cutting-edge trends, technologies, and services as they become available. Upon receipt of this information, comprehensive Service Bulletins are produced and distributed to all operations personnel introducing the new technology offering and describing its features, benefits and applications in great detail. This information is then also made available through Freeman's in-house technical training program, the "Fundamentals of Presentation Technology" where all employees are trained on the proper use of technology. All training documents are accessible through our shared network, so employees have access to the materials at any time.

Prior to introducing any new technology solutions, all sales personnel are trained via WebEx and e-tools through our Sales Training Series in order to effectively consult with the customer and assist them in their quest for finding a cutting edge solution that best meets their needs.

1.2.13 Successful Proposer will sponsor periodic orientation seminars for ACCD staff to acquaint them with Proposer's complete range of services, and to provide an opportunity to demonstrate available audio visual possibilities, and various set-ups using the ACCD facilities. Provide a suggested outline of such training.

Freeman would welcome the opportunity to conduct orientation seminars for the ACCD staff to acquaint them with our full scope of technology and service offerings.





1.2.14 Proposers must provide a transition plan with their proposal. This transition plan should be a complete account of the steps that the Proposer will take to ensure that the Proposer will be able to open a fully functioning audio visual and rigging operation no later than 90 days after contract award. The transition plan should also include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step. The transition plan should begin on the date that the contract is fully executed and end on the day that a fully-functioning audio visual and rigging operation is opened for business to the City. The plan shall demonstrate a smooth and timely transition for staff and transparent changeover for meeting planners. The details for this plan should be presented in both a narrative form and presented on a timeline and must include the following elements:

As Freeman is currently the preferred audio visual vendor to the ACCD, no transition plan will be required.

1.2.14.a Provide specific information on Proposer's staff notification;

As Freeman is currently the preferred audio visual supplier to the ACCD, no staff notification will be required.

1.2.14.b Provide specific information on meeting planner notification;

As the current preferred audio visual supplier to the ACCD, Freeman will continue to focus marketing efforts to include third party/meeting planners.

1.2.14.c Provide specific information on training and familiarization of facilities, equipment, services;

As Freeman is currently the preferred audio visual supplier to the ACCD, familiarization of facility, equipment or services will not be required.

1.2.14.d Provide specific information on placing management on-site in a full time capacity and subsequent hiring of full and part time staff;

As stated in Section 4.6.3 of the RFP, "The City will have no obligation to provide Contractor with permanent office or storage space in City Facilities..." and "There is no provision in this section that would constitute the City providing office space for the Contractor."

Based upon the above statement, Freeman will continue to staff and operate as we have done for over twenty (20) years from our full service Austin Branch and warehouse which is located less than five (5) miles from the ACCD and PEC.

1.2.14.e. Provide specific information on how Proposer will notify any subcontractor(s) with whom you intend to work;

As Freeman is currently the preferred audio visual supplier to the ACCD, notification of subcontractor(s) will not be required.

1.2.14.f. Provide specific information on creating an inventory of ACCD-owned equipment and systems that will be accessed and utilized by Successful Proposer (e.g. sound systems, built-in projection screens, etc.).

The only ACCD-owned equipment systems that have been, and will continue to be, utilized by Freeman are the built in house sound and lighting systems.

1.2.14.g. Since actual dates will depend on the date of contract execution, it is acceptable for the Proposer to indicate a number of days or weeks to accomplish the tasks, or to otherwise show the steps the Proposer will perform to be ready to provide services no later than 90 days after contract award.

Freeman is prepared to provide services immediately upon contract award.





1.2.15. The Proposers shall provide a recommended listing of all equipment and personnel services (both audio visual as well as rigging) that will be available to ACCD Clients (please use form in Attachment A). For equipment, provide the suggested rental rate, make and model, as well as the quantity that will remain in inventory. Equipment should include, but not be limited to microphones, audio mixers, portable audio systems, screens, LCD and Plasma monitors, cameras, projectors (all types), video conferencing, lighting elements and equipment, other visual aids (flip charts and markers, easels), and operational support equipment including but not limited to equipment carts, appropriate drapes, skirts, and masking, extension cords, connectors, and patch cords required for audio visual services, as well as rigging equipment such as chain hoists, chains, trusses, motor controls, cases, fall protection equipment, straps, harnesses, and carabiners. For personnel services, include hourly rates as well as any work rules such as minimum calls, overtime, breaks, etc. The following submittal requirements pertain to all equipment, whether audio visual or rigging:

*This information is confidential and proprietary.*

In addition to the comprehensive inventory housed in our Austin Branch, valued at over \$2.9 million dollars, events at the ACCD will be further supported by our National Operations Center (NOC) located in Dallas that contains an inventory valued at over \$20 million dollars. Our NOC houses our local and corporate offices and a warehouse encompassing over 100,000 square feet. The NOC consists of additional equipment and specialized personnel available to help support all Freeman branches as well as traveling events for our largest national accounts.

With the proximity of the local Austin office and the Dallas National Operations Center, Freeman AV is able to provide the highest quality labor in all aspects of event production.

**The following personnel are available during events as needed:**

Audience Response Technician	Audio Specialist
Carpenter	Creative Design
Digital Services Department	Exhibitor Services
Lighting Engineer	Meeting Room Coordinator
Producer	Production Manager
Rigging Specialists	Scenic Design
Show Coordinator	Simultaneous Interpretation Technician
Video Specialist	

**Freeman Austin's current labor rates are as follows:**

**General Audio Visual Services**

Project Manager	\$65.00 per hour	4 hour minimum
Specialist	\$55.00 per hour	4 hour minimum
General Technician	\$45.00 per hour	4 hour minimum
Straight Time	Monday – Friday	6:00am-6:00pm
Overtime (x 1.5)	Monday – Friday	6:00pm-12:00am
	Sat. & Sunday	6:00am-12:00am
Double Time (x 2)	Monday – Sunday	12:00 a.m.-6am
	Holidays	





## **Rigging**

<i>Rigging Point Rental</i>	<i>\$65.00 per point, per day</i>
<i>1 T Motors</i>	<i>\$180.00 per day</i>
<i>½ T Motors</i>	<i>\$150.00 per day</i>
<i>Lead Rigger</i>	<i>\$ 85.00 per hour straight time</i> <i>\$127.50 per hour over time</i> <i>\$170.00 per hour double time</i> <i>(deep night &amp; holidays)</i>
<i>Rigger</i>	<i>\$ 75.00 per hour straight time</i> <i>\$112.50 per hour over time</i> <i>\$150.00 per hour double time</i> <i>(deep night &amp; holidays)</i>
<i>Rigging labor calls consist of a five (5) hour minimum.</i>	
<i>Cad Review</i>	<i>\$150.00</i>

*Please see Attachment # 1 for a full listing of the Freeman Austin Inventory.*

*Please see Attachment # 2 for Freeman's basic price brochure for the ACCD.*

1.2.15.a. Proposers will provide a complete description of the company's inventory control plan and system.

Freeman utilizes a custom inventory control system that allows constant tracking of all assets both locally and nationally. This system facilitates the most effective use of inventory companywide and also assists in determining future capital expenditures based upon usage throughout Freeman's delivery network.

1.2.15.b. Proposers will provide a complete description of the company's repair and maintenance plan, including protocols that will prevent damaged equipment from being provided to ACCD Clients, including any template or form reports used to record repair and maintenance.

Freeman constantly reviews our inventories to ensure that they contain the most current and state-of-the-art technology. Our inventory is tested vigorously to ensure it meets our high standards of reliability, cosmetic appearance and to ensure compliance with manufacturer and industry standards.

Twice annually, Freeman conducts full inspection of all inventories in our service network. New equipment purchases are also made at this time. However, at any time throughout the year, if a piece of equipment fails or is deemed to be cosmetically unacceptable, it is immediately sent to our service and repair department for assessment. If the item can be repaired and restored to like-new condition it will be returned to inventory. If not, it will be replaced at that time.

When a problem is identified with a piece of equipment, Operations sends an email to an internal address that identifies the problem. The issue is then documented in our Inventory Control System tied to the bar code of the item. When the equipment is returned to the warehouse from show site and scanned in, the system issues an alert to the user that the item is flagged as damaged and should be sent to Quality Control for diagnosis, repair or disposal. The system will not allow this asset to be put back into service until it has been designated "repaired". If it is determined that the asset cannot be repaired, it will be marked for deletion from the inventory and flagged for replacement.





1.2.15.c. Proposers will provide a complete description of equipment disposal methods, keeping in mind the City's goal of minimizing waste sent to landfill.

Freeman management and employees actively participate in local recycling programs.

Through our national vendor partners, we have arranged for the responsible recycling of many of our office and business-related products in branch offices across North America.

Freeman utilizes the following disposal methods for damaged or retired audio visual equipment:

- *Recycle – all equipment components that include aluminum (truss, lighting fixtures, etc.) are dismantled and sent to a metals recycling company.*
- *Salvage Components – any equipment that is beyond repair is broken down and salvaged for parts, which dramatically reduces the amount of disposable waste.*
- *Liquidate – any equipment that is no longer deemed acceptable for rental is sold to a liquidator and given a "second life".*

### **1.3 Part III – General Requirements:**

1.3.1 Submit a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Freeman Management will ensure compliance with existing ACCD requirements, all relevant State and Federal Government safety rules and regulations and local ordinances.

1.3.2 The Proposer's principal firm, partnership, or corporation shall submit externally audited financial reports and notes prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles for the preceding five (5) years, including Profit and Loss, Balance Sheet, and Cash Flow Statements. If the Proposer is a subsidiary, the financial report should show financial information for the subsidiary as well as the parent company. In regards to the Proposer's audio visual and rigging entity, provide a history of your overall gross revenues and net profit/loss for the last five years.

Freeman is among our industry's most financially sound organizations. The company remains privately held by the Freeman family and the full-time employee owners of the company have consistently maintained an excellent financial reputation and stability, with the highest possible Dun & Bradstreet rating available (Dun & Bradstreet Reference Number: 007821085).

Because we are privately held, we do not release financial statements. We are open to further discussion in order to answer any questions the City may have in regard to our financial strength, profitability and ability to raise capital.

For further information please contact Bill Baxley, Vice President & Treasurer of Freeman. Mr. Baxley may be reached at (214) 445-1000.

1.3.3 Successful Proposer shall coordinate through ACCD in order to accept secure, online/electronic ordering of equipment and services. ACCD will have final approval of order forms and method of ordering. Proposer shall describe how they will implement such a system, including sample forms or screen shots that can accurately portray what the Lessee or exhibitor would be utilizing.





*The following information is confidential and proprietary.*

Freeman offers the convenience of online ordering for our exhibitors.

We place the show on line 3-6 months prior to the event. All order forms and pertinent show information is placed conveniently for exhibitors to locate.

Show Management can elect to make all services (catering, photography, furniture, carpet, lead retrieval, etc.) available through Freeman's site.

Once the show is available to receive orders, exhibitors can create a user name and log-on password and begin order entry.

Exhibitors only have to enter their company billing and payment information once, versus multiple times for paper forms.

Upon completion of order entry, an Order Summary is emailed directly to the exhibitor. A full order confirmation is then emailed to the exhibitor within 24 hours.

Freeman also utilizes custom order forms for inclusion in exhibitor kits and to be sent directly to customers when requested by show management.

*Please see Attachment # 3 for a sample of Freeman's Exhibitor Order Form.*





1.3.4 Provide specific information on how Proposer plans to bill, collect, and record all audio visual and rigging services revenues. For the Successful Proposer, this plan will be subject to review and modification at City's direction, not to be unreasonably imposed. Please describe the overall process as well as the electronic software system utilized. Include samples of client (e.g. Lessee or exhibitor) agreements, order forms, and invoices. Identify any charges that are not standard, such as service fees, upcharges, etc. Describe how you will fulfill Client orders, including the process of managing an order for equipment and services from initial point of contact through ordering, installation, final invoicing, and collection.

Freeman prides itself on strong administrative systems and support to provide accurate and detailed information to our customers - from the initial proposal stage to their final billing. The following outlines the Freeman process:

- *Clients are contacted by a Freeman Account Executive prior to their event to discuss their audio visual needs.*
- *The Freeman Account Executive then prepares and sends a detailed, custom proposal and estimate document.*
- *The Account Executive will then follow up with the customer to discuss any questions or changes to the proposal and prepare a revised estimate if required.*
- *After successful negotiation and acceptance of our proposal, the Freeman representative maintains pre-show contact, further determines customer requirements and maintains ongoing coordination with the Freeman Operations Department throughout event production.*
- *The Account Executive maintains customer contact on show site to insure successful production of their event.*
- *The Account Executive contacts the customer after their event to addresses any questions before documentation is submitted to Freeman Accounting for invoicing.*
- *The Account Executive works closely with the Freeman administrative staff to insure that the final billing is prepared in a timely manner and the customer receives an accurate and detailed breakdown of charges.*
- *To ensure that our service levels continue to exceed the customers' expectations, an Electronic Survey (ESurvey) is sent to the customer following their event.*

Freeman provides the ACCD comprehensive monthly recaps of all billing. The data provided in the reports for each invoice generated is as follows:

- *Customer name*
- *Charges billed (broken down by taxable and non-taxable)*
- *Commission due*
- *Credits issued during the reporting period.*

Freeman monthly report also reflects year to date commission and revenue figures.

Additionally, all billing and commission reports are audited on a monthly basis by Freeman's Corporate Director of Facility Operations and annually certified by Freeman's Controller who is also a Certified Public Accountant.

*Please see Attachment # 3 for a sample of Freeman's Order Form*

*Please see Attachment # 4 for a sample of Freeman's Client Quote/Agreement Template*

*Please see Attachment # 5 for a sample of Freeman's Invoices*





1.3.5 Discuss any special electrical or other utility changes/additions Proposer would require to run your operations at the ACCD.

Other than standard electrical requirements for our audio visual equipment, Freeman does not have any special electrical or other utility requirements to run our operations at the ACCD.

1.3.6 Provide samples of reports regarding key statistics (Advance vs. on-site ordering ratio, number of complaints, rentals by item, number of hours equipment has been in use, etc.) Suggest samples of key statistics that your firm utilizes in its operation.

Freeman utilizes the following internal systems to track key statistics in the following areas:

- *Complaints – Freeman's utilizes our electronic survey system to track and report all client responses, positive and negative. These statistics are analyzed and used in establishing the annual Customer Service Index goals for each branch.*
- *Rental of Items/Hours of Equipment Usage – As equipment is sent to, or returned from show site, each piece is scanned into our inventory control system. This system not only facilitates more efficient usage of both the Freeman local and national inventory, it is also used as a tool to determine when an asset is nearing its scheduled time for replacement.*

1.3.7 Provide a description of Proposer's safety and first aid program, including but not limited to training outline, preventive measures, samples of incident reports and logs, follow up reports, safety equipment utilized, and equipment damage reports.

#### **Safety Philosophy**

It is the goal of Freeman to provide the safest possible environment for employees, customers and exhibitors. Our safety effort has been developed to eliminate or reduce the causes of injuries and losses and has five basic elements:

- *Employee Education and Training - To develop competent and safety-conscious employees.*
- *Self-Inspection - To identify and eliminate hazards.*
- *Accident Investigation - Learn what causes accidents in order to prevent them in the future.*
- *Record Keeping - To preserve accident data for use in our accident prevention efforts.*
- *Risk Identification and Control - Identify hazards and eliminate or reduce through appropriate control measures.*

#### **Risk Management Program**

Freeman maintains an extensive Risk Management Program which can be submitted upon request.

It is the intent of Freeman to keep to a reasonable minimum, through the application of the risk management process, the "cost of risk" which includes insurance premiums, retained loss expenses, risk control expenses, and administrative charges. Wherever possible and prudent, risks will be minimized or eliminated.

All Freeman employees consistently adhere to corporate procedures with respect to safety and loss control and take appropriate steps to eliminate or reduce hazards they may encounter to protect the well-being of fellow employees and third parties, and to protect the property of Freeman, our partner facilities, their staff and guests.

Freeman Management will ensure compliance with all relevant State and Federal Government safety rules and regulations.





### **Safety Management**

The following is an overview of the responsibility structure within the Freeman Safety/Risk Management program.

Vice President of Risk Management Services - responsible for formulating corporate policy and procedures to establish, implement and enforce the Safety and Loss Control Program.

Regional Directors of Risk Management – responsible for:

- *Act as Safety Directors for Freeman within their region.*
- *Provide direction and assistance to company management in implementing and enforcing safety and loss control policies and procedures for the company*
- *Act in an advisory capacity to the individual Safety Committees at each location*
- *Review recommendations*
- *Provide direction and assistance to company management in implementing and enforcing safety and loss control policies and procedures for the company*
- *Review recommendations involving expenditures*
- *Provide training and reference materials*
- *Distribute information as required*

Branch Safety Coordinator – provides direction and assistance to branch management in implementing and enforcing safety and loss control policies and procedures for the branch, provide training materials, distribute information as required, and maintain current OSHA 300 (or subsequently mandated) Log.

The Branch Safety Committee - arranges a schedule to survey each department or area of the branch and make a general survey of the branch on a periodic basis to discover loss producing conditions throughout the branch and make recommendations for correction, discuss and formulate safe policies and recommend their adoption to management, review and analyze accident and incident reports and take appropriate action if needed.

General Manager - responsible for promoting safety and implementing the Safety Program and ensuring the completion and distribution of Employer's First Report Of Injury, ACORD Loss Notice, and/or Freeman's Supervisor's Investigation Report.

Supervisors – responsibilities are identical to those of the General Manager with respect to safety. In addition, they shall investigate all incidents of loss and potential loss-producing conditions, complete any/all SIR's, and any other duties as directed by the GM.

### **Safety Rules**

Freeman utilizes our proprietary Safe Work Rules manual to communicate safety rules and regulations to our employees. The employee is required sign an acknowledgement form, which becomes a part of their permanent file, and states that they have read, understand and agree to perform their duties based upon Freeman's safety and risk management guidelines.

### **Inspection Schedule**

All branches undergo a rigorous annual safety inspection conducted by Freeman's Corporate Director of Risk Management Services.

*Please see Attachment # 5 for samples of Freeman's Safety Audit and Incident Report forms.*





1.3.8 Describe in reasonable detail Proposer's energy conservation program and general philosophy.

#### Energy Efficiencies

Freeman seeks out green practices in new lease negotiations with building management, including recycling programs and energy-efficient construction and operations. For example, Freeman's corporate office recently moved into a facility with features such as climate-controlled window tinting and motion-sensor lighting fixtures throughout to minimize use of electricity; energy-efficient plumbing fixtures throughout the facility; and eco-friendly recycling practices in food preparation and waste reduction by the building's restaurant vendor (at Freeman's request). In all Freeman branches, we continually challenge our employees to suggest new methods of energy conservation.

1.3.9 Describe and demonstrate how Proposer typically structures and implements a project plan, including major milestones, and provide typical timelines between each milestone of the plan. Please provide a sample of a typical implementation project plan.

Throughout every project, Freeman's Sales and Operations staffs work closely to insure the successful production of each event. From inception to execution, our departments are in constant communication throughout the process. The following outlines Freeman's standard Sales-To-Operations process:

- *Throughout the planning, cultivating, discovery and quotation process, the Freeman Sales Manager seeks input from the Operations team to insure that their proposal is comprehensive, accurate and includes all appropriate technical requirements.*
- *Upon receipt of an accepted proposal from the customer, the Account Executive notifies Operations of the confirmed event.*
- *Operations will create a Show Information Book to include all relevant data regarding the event. This Show Book will be accessible by all parties responsible for producing the event.*
- *If event consists of multiple rooms, flow sheets will be prepared.*
- *Any required diagrams will be generated.*
- *Equipment requirements will be assessed, availability determined any additional resources to be utilized (i.e. local branch, National Operations Center, etc.) will be identified and ordered.*
- *Power requirements are determined and facility is notified.*
- *Labor requirements are assessed and appropriate personnel are assigned to the event.*
- *Operations staff remains in constant communication with Sales leading up to, and during event production.*
- *Upon completion of event, Operations will notify the Account Executive of any changes, additions or deletions of equipment or services during the event.*
- *Account Executive will provide updated billing information to the customer.*
- *Final information will be sent to Freeman Accounting for invoicing.*

1.3.10 Describe how Proposer will maintain, at all times, all areas under Proposer's direct control in a clean, professional, and sanitary condition. Describe how Proposer will assist ACCD staff in maintaining an acceptable level of cleanliness in all other (shared) spaces.

Freeman will continue to follow all facility rules and regulations and work closely with ACCD staff to maintain space in a clean, professional and sanitary condition.





**1.4 Part IV - Project Management Structure:** Provide a general explanation and organizational chart which specifies project leadership and reporting responsibilities, including the City's place in such a structure. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

1.4.1 In the event the Proposer intends to subcontract or joint venture any of the proposed work stated in its proposal, the Proposer shall submit for each subcontractor or joint venture the information required in Item 1, PROPOSAL FORMAT, section 1.1 Part I – Business Organization. A joint venture must have formed prior to submitting proposal. All subcontractor agreements are subject to the approval of the City

Freeman will not subcontract or joint venture any of the proposed work stated in this proposal.

1.4.2 Please list any supplier with whom you have a contract that requires you to purchase from them. The City has no current product sponsorship agreements, but reserves the right to do so in the future,

None

1.4.3 Describe your firm's use of subcontractors and independent contractors, including the decision making process in using either of these types of labor, for what roles you use this labor, how you verify the skill level of the employees, and how you manage the employees once they are on-site. Regarding subcontractors from whom you rent equipment for use at the Facilities, describe the decision making process in choosing said subcontractor(s), including how you address the quality of the equipment, and the general nature of the relationship with each subcontractor(s).

Freeman has used First In/Last Out (FILO) as a supplemental labor resource since 2001. FILO is a local Austin company. As a long time supplier, FILO shares and adheres to Freeman's strict customer service philosophy and standards.

Freeman also has long term working relationships with following local resources for equipment and/or services:

- *All-Points Communication – radios*
- *Gear – video and film rentals*
- *Olden Lighting – lighting equipment*
- *MusicLab – audio equipment*
- *Briggs/Sunbelt – aerial lift rental*

**1.5 Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

1.5.1 Proposer's business shall have been in business for at least 10 years providing audio visual and rigging services (or audio visual with subcontracted rigging services). Provide an overview of your current audio visual and rigging services practice, capabilities, and experience and indicate if the firm is publicly or privately owned.

Since 1975, Freeman Audio Visual Solutions (formerly known as AVW Audio Visual, incorporated in 1971) has been a division of Freeman. Led by Donald S. Freeman, Jr., son-in-law Joe Popolo and daughter Carrie Freeman Parsons, Freeman is the world's leading provider of integrated services for face-to-face marketing events, including expositions, conventions, corporate events and exhibits. Freeman is a privately held corporation.





Freeman provides a complete range of event services, including overall event design and décor, graphics production, corporate event services, exhibit design, installation and dismantle services, audio visual presentation technologies, theatrical stage rigging and exhibit program management. From planning and design to staging, labor and logistics, we can handle the entire program. Our wide variety of event experiences provides you with access to an unlimited supply of resources and creativity.

As the recommended audio visual supplier for the ACCD, Freeman considers all of these services as core competencies and provided on an in-house basis.

Audience response systems	Audio, visual, lighting and projection
Creative services	Computer services
Custom and stock scenery	Entertainment
Press conference configurations	Production services
Logistics management	Multi-microphone discussion systems
Rigging Services	Simultaneous interpretation
Technical coordination	

Freeman also offers the latest in digital technology making it possible for your customers to manage various aspects of a show or conference more efficiently, easily and profitably. We also provide the support staff to make using it easy. And because we are a Microsoft® Certified Gold Partner, Freeman can provide all required hardware and software, along with friendly, professional technical support. Digital service offerings include:

Sponsorship and branding	Digital signage
Presentation management	Overflow-on-demand
Audience response systems	Information kiosks
OnlineEvent	

1.5.2 Has your company ever been cited for any violation(s) of the Occupational Safety and Health Administration (OSHA)? If yes, explain the violation and how it was resolved.

As with any large company, we have had some citations nationwide. The Company's safety programs are designed to prevent not only violations but injuries to employees and guests.

Freeman's Austin Branch has been issued no OSHA violations in over 30 years.





1.5.3 Describe specific experience you have had working in convention centers, major hotels, stadiums/ arenas and other large assembly facilities. Indicate the experience you have had in providing the type of professional audio visual and rigging services described in this RFP.

Since 1978, Freeman has had the privilege of serving as the preferred audio visual and exclusive rigging supplier to numerous facilities across North America. Freeman is committed to providing our facility partners a scope of technology solutions unmatched in the industry, an aggressive and structured sales approach, a professional and highly skilled staff and exemplary customer service.

*The following is a list of some of Freeman's current facility partnerships:*

U. S. Division	
George R. Brown Convention Center 22 Years	Irving Convention Center 2 Years
Hilton Americas Houston 9 Years	Moody Gardens Hotel & Conv. Center 14 Years
San Luis Resort & Conference Center 20 years	Southfork Ranch Event & Conf. Center 18 Years
Golden Nugget Hotel & Casino 4 Years	COBO Center - Detroit 1 Year

Canadian Division	
Vancouver Convention & Exhibition Centre Official Supplier since Opening	World Trade & Convention Centre Official Supplier since Opening
Metro Toronto Convention Centre Official Supplier since Opening	Winnipeg Convention Centre Official Supplier since Opening
Hamilton Convention Centre Official Supplier since 1992	Telus Whistler Convention Centre Official Supplier since 1998
Palais des Congres, Montreal Official Supplier since 2003	Quebec City Convention Centre Official Supplier since 2005
London Convention Centre Official Supplier since 2010	Niagara Convention & Civic Centre Official Supplier for Opening in 2011
Ottawa Convention Centre Official Supplier since Opening	

1.5.4 Describe how your firm has a competitive advantage over other firms offering the same services and how those services would be unique to the ACCD.

*The information provided in section 1.5.4 is confidential and proprietary.*

Freeman has a full service branch and warehouse, which houses an inventory valued at over two (2) million dollars and a full time staff of 25 employees located within five miles of the ACCD. We are confident that this is one of the many factors that uniquely positions Freeman to be the best resource for audio visual and rigging services in the city.

**Dominate Sales & Marketing Strength...** In addition to the eleven (11) members of Freeman's Austin Sales staff, ACCD will also have the benefit of over 700 audio visual and exposition sales professionals selling jointly throughout the U.S.

**Depth of Resources...** in addition to the state of the art equipment inventory warehoused locally in Austin, additional resources are available from the Freeman national inventory, valued at over \$70 million dollars.





Freeman AV has numerous longstanding relationships with over 85% of the Texas Association Market. Having been the preferred audio visual supplier to the ACCD for over 20 years, our knowledge of the city, our expertise in the center and most of all our relationships with the staff and our mutual clients make Freeman AV the logical choice to continue this partnership for the next five years and beyond.

Innovative technology... An exciting new tool that Freeman is rolling out (currently in the Pilot aspect) is a technology solution called Passport.

Passport is a web based tool that will allow customers to collaborate with their Freeman teams on creative requests and proof files including graphics, structure and floor plans for décor and A/V.

Passport will become a new method of submitting design and graphic requests, either by the customer or Freeman staff. The Passport portal will become the process in which we manage and assign these requests. Passport is currently in Pilot 1, June 25th through August 31st. and includes eight shows being produced in Las Vegas.

Pilot 2 continues, September through early fall and will include more shows and users from the areas already included in Pilot 1. Full deployment plans are still being determined and will depend upon pilot feedback.

1.5.5 Describe the services you provide to your most complex client and why you consider this account to be complex.

One of Freeman's most complex clients is the annual South-By-Southwest Music Conference, Trade Show and Festival.

Freeman is proud to have been the preferred audio visual services provider to SXSW since 1993.

SXSW always has extremely high profile attendees and presenters, and demands the latest in cutting edge technology. We have always been able to accommodate the latest in hi-tech and last-minute presentations from basic to HD.

Some of the greatest challenges in producing the SXSW event are...

- *Numerous events in multiple venues*
- *Extensive and frequently changing requirements*
- *Last minute additions of off-site workshops*

Freeman's depth of resources has allowed us to successfully provide all of the audiovisual and computer support for the conference including general session stage design, meeting room support, computer support, and support for the exhibitors on the trade show floor with total on-time load in, execution and load out.

1.5.6 Describe any experience you have had within the past five years of managing more than one venue or account in the same city or county (i.e. a convention center, major hotel, stadium/arenas, and other facilities).

Freeman has an extensive history of successfully managing multiple facilities in the same city.

In addition to the Austin Convention Center and the Palmer Events Center, Freeman is also the preferred supplier to the Bob Bullock Texas State History Museum and is the contracted in-house provider for Dell.

Freeman's Dallas branch is currently contracted as the preferred in-house audio visual supplier to the following:

- *Irving Convention Center*
- *Southfork Ranch Event & Conference Center*
- *Crowne Plaza Dallas Market Center*
- *Wyndham Dallas Suites – Park Central*





Freeman's Houston branch is currently contracted as the preferred in-house audio visual services provider to the following:

- *George R. Brown Convention Center*
- *Galveston Island Convention Center*
- *Hilton Americas Houston*
- *Hilton Galveston Island*
- *Holiday Inn on the Beach*
- *Moody Gardens Hotel, Spa & Conference Center*
- *San Luis Resort, Spa & Conference Center*

1.5,7 Indicate any other experience that details your qualifications for the performance of the potential contract.

N/A

1.5,8 Describe experience working in a publicly owned facility under a commission fee arrangement.

Freeman's routinely produces contracted national events in most every major convention center in the United States.

Freeman has been the contracted in-house audio visual supplier to the George R. Brown Convention Center for over 22 years and the Hilton Americas Houston for over 9 years. Both facilities are owned by the City of Houston.

Freeman has been the contracted in-house audio visual supplier to the Irving Convention Center, owned by the City of Irving, since its opening two years ago.

1.5,9 The City has designated the Facilities as a shelter in case of a natural disaster. Please describe your experience in providing audio visual and rigging services in the case of a natural disaster, and the process for reimbursement required.

Freeman's most recent experience in providing services during a natural disaster was in 2008 when hurricane Ike hit the Texas Gulf Coast. Freeman's Houston and Galveston employees worked tirelessly to assist both cities in their relief efforts for the thousands of people that were affected by the storm.

As the in-house provider to the George R. Brown Convention Center, we worked hand-in-hand with the City to accommodate the more than 7,000 persons that took shelter there. Over the course of an 8-10 day period, many members of our staff remained in the facility around the clock to insure that the City and public needs were met.

Freeman was reimbursed by FEMA for a small portion of hard cost only.

1.5,10 Provide a succinct description of why your company is the best-qualified choice to provide audio visual and rigging operations at ACCD. Indicate specific services, products, or relationships with other partners that would add value to the ACCD operation.

We are confident that our vast scope of technology solutions, our aggressive and structured sales approach, a professional and highly skilled staff and exemplary customer service will insure continued growth of the audio visual revenues at the ACCD.

### **Experience**

With over 20 years of providing audio visual services to clients of the ACCD, we have a thorough understanding of your priorities, goals and expectations.





### **Our People**

The mark of a good company rests in their people. At Freeman, our employees are our most valuable asset. Our employee owners differentiate us from being just another service provider, to being a company engaged in the customer experience.

### **Customer Service Standards**

Freeman's service philosophy is grounded in the belief that we must continually strive to exceed our customers' expectations. Every member of the Freeman team is committed to and takes pride in continually exceeding our customers' expectations. Our service philosophy is firmly grounded in the consistent belief that nothing is more important in business than building long-term relationships with our customers. We believe that this can only be achieved by providing a technologically innovative, value-added service with reliability, consistency and professionalism.

### **Ethics**

Freeman's visionary foresights, commitment to quality and, above all, high standards of ethics are our winning combination for success.

We value the relationships we have with our partners and are committed to forging new strategic alliances that are critical to our continued evolution. Freeman sees the future of face-to-face marketing and is leading the industry forward. Our vision for strategic growth will ensure not only our success but that of the entire industry. Freeman is unwaveringly committed to making a difference, one person at a time, one interaction at a time – with integrity.

### **Scope of Services**

Freeman's vast array of service offerings is unmatched in the industry. From planning and design to staging, labor and logistics, we can handle the entire program. Our wide variety of event experiences provides our customers with access to an unlimited supply of resources and creativity.

### **Technological Excellence**

Freeman is dedicated to the innovative use of technology. In order to keep pace with the demands of the global economy, changes in how the business world – and individuals – operate and communicate, Freeman must continue to innovate and evolve.

In addition to gaining valuable information from our clients, Freeman has dedicated resources to actively seek out innovative uses of technology. We are committed to keeping pace with the ever-changing world and are not content to remain complacent.

### **Sales Strength**

Freeman's sales efforts are based on strong, fundamental sales principles: early contact, regular follow-up, and a consultative selling philosophy.

Freeman was founded on the principles of relationship selling. Our focus over the last 40 years has been to develop customer relationships that allow us to enjoy multi-year, multi-city bookings. To that end, our entire culture, business model and mindset have embraced this philosophy.

Freeman's national network of Account Executives is the most comprehensive sales and marketing organization in the audio visual industry and is best qualified to capture market share in a competitive market.





1.5.11 Provide references using Section 0700, Reference Sheet, for a minimum of five (5) current clients whose operations are similar in size, scope, and business environment to ACCD that can be contacted regarding your service abilities. All references should be specific to convention center operations outside of the Austin metropolitan area.

1.5.11.a Using the form in Attachment B for each account (i.e. references indicated in Section 0700), indicate the specific services you provide, the number of years you have operated the account, gross revenue for each of the last three (3) years, the fee or commission structure, and the average age of your equipment.

*Please see Tab - Section 700 for completed Reference Sheets.*

1.5.12 List all contracts in last five (5) years that your company has not renewed for any reason and include the reason for loss and client contact information.

**Freeman Austin has no contracts that were not renewed in the past five (5) years.**

1.5.13 If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident(s). Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

**Freeman has had no contract terminated for default in the last five years.**

1.5.13.a Submit full details of the termination for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The ACCD will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

1.5.13.b Describe and provide examples of the number of current multi-year National or Traveling accounts the proposer has including the dollar value of the agreements. Please note the length of time proposer has account under contract and the length of current contract. Please highlight current ACCD customers and potential new customers for the ACCD.

*Please see Attachment #7 for a sample listing of Freeman's National/Corporate multi-year accounts.*

1.5.13.c Describe and provide examples of the number of current multi-year Regional or Texas based accounts the proposer has including the dollar value of the agreements. Please note the length of time proposer has account under contract and the length of current contract. Please highlight current ACCD customers and potential new customers for the ACCD.

*Please see Attachment #8 for a sample listing of Freeman's Texas Regional & Association accounts.*



## **1.6 Part VI - Personnel**

1.6.1 Provide a proposed staffing plan for the ACCD Facilities to include an organizational chart detailing all proposed management (exempt) and hourly positions (non-exempt). Include job descriptions, resumes, and certifications for each position and each proposed staff member that would be placed in Austin. Please identify the candidate(s) for the top position in Austin, along with his or her credentials.

*This information is confidential and proprietary.*

The Freeman Austin staff that will service the ACCD are as follows:

### **General Manager**

#### **Sales**

*Managing Sales Director*  
*Local Account Executives (3)*  
*National Account Executives (7)*  
*Sales Administrator*  
*Exhibitor Sales Representative*

#### **Operations**

*Director of Operations*  
*Warehouse Manager*  
*Inventory Control Specialist*  
*Project Managers (5)*  
*Show Services Specialists*

- *Audio Specialist (2)*
- *Video Specialist (2)*
- *Lighting/Rigging Specialist (1)*
- *Meeting Room Coordinator*
- *Labor Coordinator (2)*

*IT Specialist*  
*Part Time Technicians (38)*

This group of highly trained professionals has produced numerous large scale events at the ACCD and has an in-depth knowledge of the Austin convention and meetings market segment.

**The following Freeman management team will oversee all sales and operations at the ACCD:**

#### **Todd Drackley – General Manager, Austin**

Todd is a graduate of Westmar College and holds an associates' degree in Broadcast Media. Todd joined Freeman in 1997 as the Director of Audio Visual for the Hyatt Regency Reunion. He was instrumental in the opening of our in-house operation at the Gaylord Texan Resort & Conference Center. Todd served as Director of the Gaylord Texan until 2005 at which time he became the Director of Sales for the Dallas branch. Todd was then promoted to General Manager of the Freeman Washington D.C. branch. In 2009, Todd returned to Texas as the General Manager of Freeman's Austin/San Antonio AV Branches. He serves on the Board of Directors for HSMAI Austin, and is also very involved in Austin's Marbridge Victory Hall Gym project.





**Cheyenne Baker – Managing Sales Director, Austin**

Cheyenne Baker obtained her Bachelor's degree in Management/Marketing from Park University. Cheyenne moved to Austin and joined Freeman in 2004 as a Regional Sales Administrative Assistant working with Account Executives from Austin, Houston and San Antonio. She quickly worked her way to Account Executive and then in 2009 was promoted to Managing Director of Sales for the Austin and San Antonio markets. Cheyenne is an active member of TSAE, IAEE, HSMIA. She is also involved in the Marbridge Victory Hall project and participates in the Freeman annual Heart Walk benefiting the American Heart Association.

**Joab Vera – Director of Operations, Austin**

Joab holds a Bachelor of Arts degree in Psychology from the University of Texas and a Masters in Business Administration from the University of Houston. Joab joined Freeman in 1994 and has served in various roles including Director of Audio Visual at the Driskill Hotel and Radisson Austin. Joab opened operations for Freeman in Southern California where he served as Director of Operations from 2002 to 2005. He moved back to Texas and has served as Director of Operations in Austin since 2005. Joab received the Star of Excellence Award in 2010 in recognition of outstanding performance. He serves on the Board of Directors for NSHMBA Austin and is also involved in the Austin Philosophy Discussion Group.

*Please see Attachment # 9 for Freeman Austin Branch Organizational Chart.*

1.6.2 Describe unique talents that your key personnel have that will ensure that all services to guests are provided with the goal of ensuring that quality customer service is achieved and maintained throughout the term of the contract.

Every member of the Freeman Austin team is well trained and highly skilled in all areas of audio visual sales, services, rigging and event production. Two of Freeman Austin's National Account Managers have received their CMP designation. All members of the Freeman staff have their Customer Service Certified (CSC) designation.

Freeman utilizes electronic surveys to assess customer satisfaction. The Customer Service Index (CSI) is a matrix by which the results of those surveys are compiled and annual performance goals are set for each branch. In fiscal 2012, the Austin branch met and exceeded their CSI goals achieving a 92% satisfaction rating for exhibits and a 97% rating for events.

1.6.3 Provide a list of all personnel who will supervise rigging services that are certified through PLASA's Entertainment Technician Certification Program (ETCP) that will be assigned to this project. If subcontracting the rigging services, provide the firm name(s) as well as the names of the subcontractor ETCP-certified personnel that would be assigned to this project.

Freeman's Rigging Supervisor possesses over 10 years of experience and has handled numerous large event rigging projects in the ACCD. Freeman's Rigging Supervisor is currently in the process of obtaining his ETCP certification.

In addition, Freeman's Rigging Supervisor will be further supported by our National Lighting and Rigging Manager, Joe Krebbs. Joe is an ETCP Certified Arena Rigger with over 20 years experience in some of the largest facilities across the U.S. and Canada.





1.6.4 Provide information on proposed minimum staffing guidelines for event types such as 1) general sessions; 2) meeting room utilization; 3) tradeshow or consumer shows; 4) concerts. Describe your approach to staffing with regards to positions and numbers of employees.

Though Freeman evaluates every event on a case-by-case basis to assess required staffing, the following is a general guideline for labor utilized for events at the ACCD.

- *General Session – Project Manager, Audio Specialist (2 assists), Video Specialist (2 assists), Lighting Specialist (2 assists), Rigging Supervisor (2 riggers), 2 – 4 General Stage Hands*
- *Meeting Room Utilization – Meeting Room Coordinator, General Technicians (number would be determined by number of meeting rooms in use).*
- *Tradeshow or Consumer Show – Exhibit Coordinator, General Technicians (number would be determined by size and scope of exhibit floor).*
- *Concerts – Project Manager, Audio Specialist, Audio Assist, General Technicians (number based upon size and scope of event)*

Freeman's Sales and Operations staffs work closely together to insure the successful production of every event. Throughout the planning, cultivating, discovery and quotation process, the Freeman Account Executive seeks input from the Operations team to insure that their proposal is comprehensive, accurate and includes all appropriate technical and labor requirements.

Operations will create a Show Information Book to include all relevant data regarding the event. This Show Book will be accessible by all parties responsible for producing the event to insure that all changes or updates are clearly communicated to all parties.

Labor requirements are assessed and appropriate personnel are assigned utilizing resources from both the local branch and the National Operations Center as determined by size and scope of the event.

1.6.5 Describe in detail how you would work with ACCD when dealing with a Proposer-employed worker who is not performing in a professional manner

Freeman maintains a strict code of conduct for our employees. Should an employee fail to follow those guidelines, they will immediately be removed from the facility and will be subject to our established corrective action policies.

1.6.6 Provide specific information on recruitment, employment, and training of all employees necessary for the successful provision of audio visual and rigging services at ACCD. Identify your process for soliciting employees, your standard hiring procedure, and your disciplinary process. Describe your training that shall include all required audio visual and rigging services training and certifications. The Successful Proposer shall also be responsible for conducting any other training as necessary or as reasonably requested by the City.

### **Our employment philosophy**

At Freeman, we view our employees' performance for us and for customers as a direct product of how well we manage their Employment Lifecycle with the Company. We have identified the key areas in this cycle where we focus in order to develop and keep successful employees.

- *Recruiting and selection – finding the right people with the right attitude for the service business*
- *Orientation and on-boarding – getting those people up-to-speed and into the company culture*
- *Performance management – optimizing their performance*
- *Training and development – setting a Development Plan for each employee*
- *Total rewards – compensation, pay-for-performance, benefits, ESOP*
- *Succession planning – building "bench strength" for the future of the organization*





Freeman maintains a strict code of conduct for our employees. Should an employee fail to follow those guidelines, they will be subject to our established corrective action policies.

All Freeman employees consistently adhere to corporate procedures with respect to safety and loss control and take appropriate steps to eliminate or reduce hazards they may encounter to protect the well-being of fellow employees and third parties, and to protect the property of Freeman, our facility partners, their staff and guests.

*Please see section 1.6.7 below for an overview of Freeman's internal training programs.*

1.6.7 Describe your methods of offering professional development opportunities to employees that would be placed in the ACCD Facilities. Indicate on-site training, off-site training, web-based training, conference attendance, and promotion opportunities, at a minimum.

Freeman is committed to industry leadership by continually investing in our people in order that we may set and constantly improve our standards of professionalism for the benefit of our customers and team members.

We have a solid orientation program for new employees, focused on company values and the Customer Experience. Thereafter, training is as prescribed by the employee's job function and according to the employee's career development plan, as charted in our annual performance appraisal process.

Freeman's sales and operations team members are required to participate in the company's ongoing training & education program. This program includes frequently scheduled courses, workshops and online learning programs focused on the development of essential skills in a variety of important areas, including:

Sales	Client service
Technical skills	Production standards
Management	

## Examples of Freeman's internal training & education courses include:

### All Employees

#### ***Great People = Great Decisions***

All Freeman employees are required to complete this course that teaches the elements and importance of excellent customer service. This certification supports our service vision and standards, and provides the knowledge and skills to provide a memorable service experience to every customer. The Certification contains three on demand interactive modules:

- *Great People = Great Decisions*
- *Customer Service: Customer Care*
- *Customer Service: Making a Difference with Customers*

### ***Operations Training***

Freeman has in place a multi-track training program, which combines scheduled classroom training with a state-of-the-art self-study program and an on-the-job mentoring program.

### ***Certified Technology Specialist***

This program offers technicians and managers a standardized testing mechanism that encourages them to achieve varying levels of certification (both general and specialized). Employees who achieve the CTS certification have demonstrated specific audio visual technology knowledge and skills. They adhere to a Code of Ethics and maintain their status through continued education. Certification demonstrates commitment to professional growth in the audio visual industry and is strongly supported by the International Communications Industries Association.





## **A+ Certification**

Having an A+ Certification proves that the employee has a broad base of knowledge and competency in core hardware and operating systems technologies including installation, configuration, diagnosing, preventive maintenance and basic networking.

## **Sales Training**

- *Situational Selling – a foundation level course which teaches the six essential selling skills of Planning, Cultivating, Discovering, Presenting, Confirming and Assuring.*
- *Strategic Account Management – an advanced level course which teaches how to effectively build mutually-beneficial and long-term customer relationships.*
- *Making Effective Presentations – a foundation level course which teaches excellence in face-to-face marketing skills.*
- *Strategic Team Presentations – an advanced level course which teaches how to communicate most effectively and efficiently in a team-to-team format.*
- *Coaching for Results – a foundation level management course which teaches sales and operations team leaders how to effectively achieve maximum team performance through the development of their people.*

In addition to offering a robust internal training & education program, Freeman supports and encourages the participation of its employees in a wide variety of outside training, education and certification programs, including those offered by PCMA, IAEE, MPI, and other leading organizations within the face-to-face marketing industry.

## **Leading For Results**

Our Austin Management Team has recently been selected to participate in Freeman's new "Leading For Results" program.

"Leading for Results" is an approximate yearlong comprehensive learning program to help us achieve success in:

- *Developing the qualities of genuine leadership and identified competencies for Director level leaders.*
- *Understanding Freeman specific tools and resources available to support our roles.*
- *Demonstrating enthusiasm about achieving important goals.*
- *Creating an environment in which work can be done by others*
- *Helping others to meet their challenges*
- *Expressing confidence in the abilities and potential of others*
- *Giving freely of time, resources, and positive advice.*
- *Serving as an advocate for those facing difficulties.*

"Leading for Results" will allow us to apply what we learn to our personal leadership role. This development will assist us in balancing day to day task management with the most important characteristics and behaviors that are required for us to become better individual leaders as and a more cohesive leadership team!

Our Chairman, Don Freeman, has said, "Our company's greatest asset is our people." I am proud to invest in each one of you as our core leadership team and I'm looking forward to my own personal development as our effectiveness as leaders is really an investment in all of our employees. I'm confident this investment will pay off by positioning our branch for future growth and provide each one of us with the opportunity to grow professionally.



# AUSTIN

CONVENTION CENTER



# PALMER

EVENTS CENTER

1.6.8 Provide specific information on the availability of Proposer's corporate resources to provide additional assistance in managing large-scale events or multiple events occurring simultaneously.

*This information is confidential and proprietary.*

The Freeman national inventory represents more than 100 top manufacturers of audio visual hardware and currently has a replacement value of over \$70 million dollars. Freeman's audio visual inventory is one of the largest in the United States.

In addition to the comprehensive inventory housed in our Austin Branch, valued at over \$2.9 million dollars, events at the ACCD will be further supported by our National Operations Center (NOC) located in Dallas that contains an inventory valued at over \$20 million dollars. Our NOC houses our local and corporate offices and a warehouse encompassing over 100,000 square feet. The NOC consists of additional equipment and specialized personnel available to help support all Freeman branches as well as traveling events for our largest national accounts.

With the proximity of the local Austin office and the Dallas National Operations Center, Freeman AV is able to provide the highest quality labor in all aspects of event production.

The following personnel are available during events as needed:

*Audience Response Technician*

*Audio Specialist*

*Carpenter*

*Creative Design*

*Digital Services Department*

*Exhibitor Services*

*Lighting Engineer*

*Meeting Room Coordinator*

*Producer*

*Production Manager*

*Rigging Specialists*

*Scenic Design*

*Show Coordinator*

*Simultaneous Interpretation Technician*

*Video Specialist*

# FREEMAN





1.6.9 Describe the structure of Proposer's human resources department (both at corporate and local levels) and how those functions would be administered for employees working in ACCD Facilities.

Freeman's Corporate HR structure is responsible for leading Companywide execution of strategic initiatives and organization development /business transformation to drive business efficiency, operational excellence and effectiveness.

Corporate Regional HR Managers (along with HR Directors, HR VPs, and the SVP of HR) provide employment practices advice and counsel to the branches throughout the country. We have highly degreed and experienced professionals handling HR issues in our Corporate HR department. Several have MBAs as well as HR Certifications (PHR or SPHR) in addition to a broad array of experience. The SPHR certification includes the mastery of a wide range of legal issues pertaining to employment (Title VII, EEO, AA, ADA, FMLA, WC, IRCA, ERISA, CRA91, etc.) as well as the application of many policies and best practices.

Each Regional HR Manager or Director is assigned to a region and routinely conduct internal investigations of misconduct, including, but not limited to, sexual harassment and discrimination. They also prepare Employer Position Statements in response to EEOC charges. The VP, Benefits and Compliance, as well as the Corporate Director of Employee Relations and the SVP of Human Resources oversees accelerated EEOC Charges, monitors findings, reviews these with senior management, and reports matters (as appropriate) to Chubb. The VP, Benefits and Compliance also coordinates all employment practices litigation with assigned outside counsel

The Freeman Austin Branch Office Manager is the local HR Administrator and works closely with the Regional HR Manager

1.6.10 Provide a description and photos of Proposer's suggested uniform and nametag for employees that will be interacting with Clients and/or visible to the public. ACCD shall have final approval of uniform selection, such approval not to be unreasonably withheld.

Freeman employees will adhere to all appearance, grooming and conduct standards as set forth, and amended from time to time, by the ACCD. Freeman has established a comprehensive dress code policy that is strictly enforced.

Freeman employees will be identifiable and dressed at all times in professional attire and will meet designated facility standards with regard to hair length, facial hair, tattoos, etc.

#### **1.7 Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

1.7.1 On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

1.7.2 If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.





1.7.3 If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

1.7.4 The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**Freeman agrees to all Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying regulations as outlined above.**

1.8 Part VIII - Proposal Acceptance Period: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal. Please verify acceptance of this requirement.

**Freeman accepts the Proposal Acceptance Period.**

1.9 Part IX - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Freeman agrees to designate any information within this RFP response that is to be considered Confidential and Proprietary.**

1.10 Part X - Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

***Todd Drackley, General Manager  
4801 Freidrich Lane, Building 1, Suite 100  
Austin, Texas 78744  
Phone: 512-827-3210***

1.11 Part XI - Cost Proposal: Information described in the following sub-sections is required from each Proposer.

***The information provided in sections 1.11.1, 1.11.2, 1.11.3, and 1.11.4 is confidential and proprietary.*** Proposers will submit a "Competitive Commission Proposal" (Attachment C) that:

1.11.1 Offers the Austin Convention Center (ACCD) a guaranteed "Audio Visual and Rigging Services Fee" to be paid monthly based on the total gross receipts (whether subcontracted or not) on all sales of services, labor, and equipment rentals made to ACC and PEC Clients.

**Freeman is pleased to offer the ACCD a guaranteed audio visual and rigging service fee of \$15,000 per month.**

***Please see Attachment K for Freeman's completed Competitive Commission Proposal Form***





1.11.2 Identifies a commission percentage on audio visual services

Freeman is pleased to offer the ACCD the following tiered commission structure on audio visual equipment rental and associated audio visual labor/service charges.

<b>Revenue</b>	<b>Commission Rate</b>
\$0 - \$3,000,000	15%
\$3,000,001 and up	17%

**The tiered commission structure is based upon monthly tracking of total combined audio visual and rigging services revenue within each contract year. The contract year is defined as the twelve month period beginning with each contract anniversary date.**

Commission will be paid on all equipment rentals, excluding sales tax and revenues associated with consumables, such as flip chart pens, flip chart pads, tape stock, shipping costs, travel cost, etc

Specialty sub-contracted equipment or services not included in Proposer's inventory or standard service offerings, such as pyrotechnics, laser shows, backline equipment, musical instruments, etc., will be excluded from the commission structure.

*Please see Attachment K for Freeman's completed Competitive Commission Proposal Form*

1.11.3 Identifies a commission percentage on rigging services

Freeman is pleased to offer the ACCD the following tiered commission structure on rigging equipment and labor/service charges associated with providing rigging services.

<b>Revenue</b>	<b>Commission Rate</b>
\$0 - \$3,000,000	15%
\$3,000,001 and up	17%

**The tiered commission structure is based upon monthly tracking of total combined audio visual and rigging services revenue within each contract year. The contract year is defined as the twelve month period beginning with each contract anniversary date.**

Commission will be paid on all equipment rentals, excluding sales tax and revenues associated with consumables, such as flip chart pens, flip chart pads, tape stock, shipping costs, travel cost, etc

Specialty sub-contracted equipment or services not included in Proposer's inventory or standard service offerings, such as pyrotechnics, laser shows, backline equipment, musical instruments, etc., will be excluded from the commission structure.

*Please see Attachment K for Freeman's completed Competitive Commission Proposal Form*





1.11.4 Identifies a commission percentage for any subcontracted services that are utilized by the Selected Proposer in which the Proposer upcharges the actual cost of the subcontractor to the ACCD Lessee. The commission shall be based on the amount of the upcharge (i.e. profit to the Proposer).

Freeman is pleased to offer the ACCD the following tiered commission structure on all audio visual equipment rental, rigging and associated labor/service charges that are part of Freeman's published equipment and service offerings.

Revenue	Commission Rate
\$0 - \$3,000,000	15%
\$3,000,001 and up	17%

The tiered commission structure is based upon monthly tracking of total combined audio visual and rigging services revenue within each contract year. The contract year is defined as the twelve month period beginning with each contract anniversary date.

Commission will be paid on all applicable equipment rentals, excluding sales tax and revenues associated with consumables, such as flip chart pens, flip chart pads, tape stock, shipping costs, travel cost, etc

Specialty sub-contracted equipment or services not included in Freeman's published equipment and service offerings, such as pyrotechnics, laser shows, backline equipment, musical instruments, etc., will be excluded from the commission structure.

*Please see Attachment K for Freeman's completed Competitive Commission Proposal Form*

1.11.5 Identifies a discount offered to the City for providing services in excess of \$50,000 as described in Section 0500, 4.2.2.

As described in Section 0500, 4.2.2 of this RFP, Freeman agrees to the following:

For any events in excess of the fifty thousand dollar (\$50,000.00) limit, Freeman is pleased to offer the City a 50% discount on all equipment and services that are included in Freeman's standard equipment and service offerings. Any specialty items (equipment or services) that are not a part of Freeman's standard inventory and service offerings will be excluded from the discount structure.

Such discounting will only apply to services provided in the Austin Convention Center or Palmer Event Center.



## 2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

## 3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Freeman agrees to be responsible for all costs directly or indirectly related to the preparation of this RFP response and/or presentation.

## 4. EVALUATION FACTORS AND AWARD

4.1 Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph 4.2 below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

### 4.2 Evaluation Factors:

The following criteria will be used to score each proposal, with the sum totaling 110 points.

- (1) *System Concept and Solutions Proposed (Grasp of the Scope of Work, responsiveness to terms and conditions, completeness and thoroughness of the proposal and documentation.) (20 points)*
- (2) *Demonstrated Applicable Experience (15 points)*
- (3) *Equipment/Facilities (10 points)*
- (4) *Evidence of Good Organization and Management Practices (15 points)*
- (5) *Personnel Qualifications (10 points)*
- (6) *Schedule (10 points)*
- (7) *Proposed Fee/Commissions (15 points)*
- (8) *Financial viability/stability (5 points)*
- (9) *Local Business Presence (10 points)*

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

### 4.3 Interviews:

May be conducted at the discretion of the City. Maximum 25 points (not included as part of the 110 point scale)





1.7.3 If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

1.7.4 The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**Freeman agrees to all Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying regulations as outlined above.**

1.8 Part VIII - Proposal Acceptance Period: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal. Please verify acceptance of this requirement.

**Freeman accepts the Proposal Acceptance Period.**

1.9 Part IX - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Freeman agrees to designate any information within this RFP response that is to be considered Confidential and Proprietary.**

1.10 Part X - Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Todd Drackley, General Manager**  
4801 Freidrich Lane, Building 1, Suite 100  
Austin, Texas 78744  
Phone: 512-827-3210

1.11 Part XI - Cost Proposal: Information described in the following sub-sections is required from each Proposer.

**The information provided in sections 1.11.1, 1.11.2, 1.11.3, and 1.11.4 is confidential and proprietary.**

Proposers will submit a "Competitive Commission Proposal" (Attachment C) that:

1.11.1 Offers the Austin Convention Center (ACCD) a guaranteed "Audio Visual and Rigging Services Fee" to be paid monthly based on the total gross receipts (whether subcontracted or not) on all sales of services, labor, and equipment rentals made to ACC and PEC Clients.

**Freeman is pleased to offer the ACCD a guaranteed audio visual and rigging service fee of \$15,000 per month.**

**Please see Attachment K for Freeman's completed Competitive Commission Proposal Form**





1.11.2 Identifies a commission percentage on audio visual services

Freeman is pleased to offer the ACCD the following tiered commission structure on audio visual equipment rental and associated audio visual labor/service charges.

<i>Revenue</i>	<i>Commission Rate</i>
\$0 - \$3,000,000	15%
\$3,000,001 and up	17%

**The tiered commission structure is based upon monthly tracking of total combined audio visual and rigging services revenue within each contract year. The contract year is defined as the twelve month period beginning with each contract anniversary date.**

Commission will be paid on all equipment rentals, excluding sales tax and revenues associated with consumables, such as flip chart pens, flip chart pads, tape stock, shipping costs, travel cost, etc

Specialty sub-contracted equipment or services not included in Proposer's inventory or standard service offerings, such as pyrotechnics, laser shows, backline equipment, musical instruments, etc., will be excluded from the commission structure.

*Please see Attachment K for Freeman's completed Competitive Commission Proposal Form*

1.11.3 Identifies a commission percentage on rigging services

Freeman is pleased to offer the ACCD the following tiered commission structure on rigging equipment and labor/service charges associated with providing rigging services.

<i>Revenue</i>	<i>Commission Rate</i>
\$0 - \$3,000,000	15%
\$3,000,001 and up	17%

**The tiered commission structure is based upon monthly tracking of total combined audio visual and rigging services revenue within each contract year. The contract year is defined as the twelve month period beginning with each contract anniversary date.**

Commission will be paid on all equipment rentals, excluding sales tax and revenues associated with consumables, such as flip chart pens, flip chart pads, tape stock, shipping costs, travel cost, etc

Specialty sub-contracted equipment or services not included in Proposer's inventory or standard service offerings, such as pyrotechnics, laser shows, backline equipment, musical instruments, etc., will be excluded from the commission structure.

*Please see Attachment K for Freeman's completed Competitive Commission Proposal Form*





1.11.4 Identifies a commission percentage for any subcontracted services that are utilized by the Selected Proposer in which the Proposer upcharges the actual cost of the subcontractor to the ACCD Lessee. The commission shall be based on the amount of the upcharge (i.e. profit to the Proposer).

Freeman is pleased to offer the ACCD the following tiered commission structure on all audio visual equipment rental, rigging and associated labor/service charges that are part of Freeman's published equipment and service offerings.

<i>Revenue</i>	<i>Commission Rate</i>
\$0 - \$3,000,000	15%
\$3,000,001 and up	17%

The tiered commission structure is based upon monthly tracking of total combined audio visual and rigging services revenue within each contract year. The contract year is defined as the twelve month period beginning with each contract anniversary date.

Commission will be paid on all applicable equipment rentals, excluding sales tax and revenues associated with consumables, such as flip chart pens, flip chart pads, tape stock, shipping costs, travel cost, etc

Specialty sub-contracted equipment or services not included in Freeman's published equipment and service offerings, such as pyrotechnics, laser shows, backline equipment, musical instruments, etc., will be excluded from the commission structure.

*Please see Attachment K for Freeman's completed Competitive Commission Proposal Form*

1.11.5 Identifies a discount offered to the City for providing services in excess of \$50,000 as described in Section 0500, 4.2.2.

As described in Section 0500, 4.2.2 of this RFP, Freeman agrees to the following:

For any events in excess of the fifty thousand dollar (\$50,000.00) limit, Freeman is pleased to offer the City a 50% discount on all equipment and services that are included in Freeman's standard equipment and service offerings. Any specialty items (equipment or services) that are not a part of Freeman's standard inventory and service offerings will be excluded from the discount structure.

Such discounting will only apply to services provided in the Austin Convention Center or Palmer Event Center.





## 2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

## 3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Freeman agrees to be responsible for all costs directly or indirectly related to the preparation of this RFP response and/or presentation.

## 4. EVALUATION FACTORS AND AWARD

4.1 Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph 4.2 below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

### 4.2 Evaluation Factors:

The following criteria will be used to score each proposal, with the sum totaling 110 points.

- (1) *System Concept and Solutions Proposed (Grasp of the Scope of Work, responsiveness to terms and conditions, completeness and thoroughness of the proposal and documentation.) (20 points)*
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- (3) *Equipment/Facilities (10 points)*
- (4) *Evidence of Good Organization and Management Practices (15 points)*
- (5) *Personnel Qualifications (10 points)*
- (6) *Schedule (10 points)*
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Team's Local Business Presence	Points Awarded
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Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

### 4.3 Interviews:

May be conducted at the discretion of the City. Maximum 25 points (not included as part of the 110 point scale)

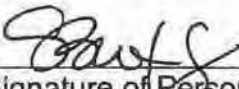
Section 0820

Living Wages and Benefits Employee Certification

Pursuant to section E, page 4 of the City of Austin, Purchasing Office, Supplemental Purchase Provisions document included in Solicitation Package – RFP PAX0106, Freeman agrees to provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract.

Freeman Audio Visual Services, Inc.  
Vendor Name

Sean Baxley, Regional Vice President  
Signer's Name and Title

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

8-13-12  
\_\_\_\_\_  
Date

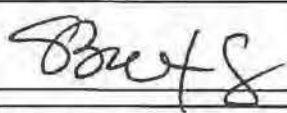
**City of Austin, Texas  
NONRESIDENT BIDDER PROVISIONS**

**SOLICITATION NO.** PAX0106

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

<b>Bidder's Name:</b>	Freeman Audio Visual Solutions, Inc.		
<b>Signature of Officer or Authorized Representative:</b>		<b>Date:</b>	8-13-12
<b>Printed Name:</b>	Sean Baxley		
<b>Title:</b>	Regional Vice President		



ATTACHMENT H

**SCHEDULE OF REPORTS**

The following reports are required, and the list does not preclude the City from requiring other reports from the Contractor:

<u>Report Name</u>	<u>Frequency of Submittal to City</u>
Employee accident reports	Within 24 hours of occurrence
ACCD Equipment damage report	Within 24 hours of occurrence
Customer complaint summary	Weekly
Sales reports	Monthly
Commission reports	Monthly
Equipment maintenance reports	Monthly
Inventory reports	Bi-Annually
Audited financial statements	Annually

Freeman agrees to provide all required reports as requested by the City.

## Equipment

[illegible]

**Add Additional Sheets As Necessary**

**Personnel**

Name/Type of Personnel		Suggested Hourly Billing Rate
Project Manager (straight time)		\$65.00
Specialist (straight time)		\$55.00
General Technician (straight time)		\$45.00
Lead Rigger (straight time)		\$85.00
Rigger (straight time)		\$75.00
		\$
		\$
		\$

Indicated any required work rules and/or regulations (e.g. overtime, minimum call times, breaks, etc.)

A/V Labor calls - 4 hour minimum

Rigging Labor calls - 5 hour minimum

OT = 1.5 X hourly rate

Double Time (Deep night & Holidays) = 2 X hourly rate

Add Additional Sheets As Necessary



ATTACHMENT J  
Reference Sheet Addendum

Proposer's Name: Freeman Audio Visual Solutions, Inc.

1.	Company Name (Facility Name)	George R. Brown Convention Center
	Number of Years Operating in Facility	22 years
	Service(s) Provided to Facility	Full service, in-house, audio/visual, rigging, event production
	Gross Revenue Previous Three (3) Fiscal Years	Due to confidentiality agreement with facility, we are not able to disclose revenue. Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____
	Current Fee/Commission Structure	Due to confidentiality agreement with facility, we are not able to disclose commission structure.
	Average Age of Equipment	1-2 years - capital allocation is made annually to replace inventory items as needed.

2.	Company Name (Facility Name)	Irving Convention Center
	Number of Years Operating in Facility	2 years
	Service(s) Provided to Facility	Full service, in-house audio/visual, rigging, event production
	Gross Revenue Previous Three (3) Fiscal Years	Due to confidentiality agreement with facility we are not able to disclose revenue. Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____
	Current Fee/Commission Structure	Due to confidentiality agreement with facility, we are not able to disclose commission structure.
	Average Age of Equipment	1 year - capital allocation is made annually to replace inventory items as needed.

ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: Freeman Audio Visual Solutions, Inc.

3.	Company Name (Facility Name)	San Luis Resort, Spa & Conference Center and Galveston Island Convention Center
	Number of Years Operating in Facility	20 years
	Service(s) Provided to Facility	Full service, in-house audio/visual, rigging, event production
	Gross Revenue Previous Three (3) Fiscal Years	Due to confidentiality agreement with facility, we are not able to disclose revenue. Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____
	Current Fee/Commission Structure	Due to confidentiality agreement with facility, we are not able to disclose commission structure.
	Average Age of Equipment	1-2 years - capital allocation is made annually to replace inventory items as needed.

4.	Company Name (Facility Name)	Moody Gardens Hotel, Spa & Convention Center
	Number of Years Operating in Facility	14 years
	Service(s) Provided to Facility	Full service, in-house audio/visual, rigging, event production
	Gross Revenue Previous Three (3) Fiscal Years	Due to confidentiality agreement with facility, we are not able to disclose revenue. Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____ Year _____ Gross Revenue \$ _____
	Current Fee/Commission Structure	Due to confidentiality agreement with facility, we are not able to disclose commission structure.
	Average Age of Equipment	1-2 years - capital allocation is made annually to replace inventory items as needed.

ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: Freeman Audio Visual Solutions, Inc.

5.	Company Name (Facility Name)	Hilton Americas Houston
	Number of Years Operating in Facility	9 years
	Service(s) Provided to Facility	Full service , in-house audio/visual, rigging, event production
	Gross Revenue Previous Three (3) Fiscal Years	Due to confidentiality agreement with facility, we are not able to disclose revenue.
		Year _____ Gross Revenue \$ _____
		Year _____ Gross Revenue \$ _____
		Year _____ Gross Revenue \$ _____
	Current Fee/Commission Structure	Due to confidentiality agreement with facility, we are not able to disclose commission structure.
	Average Age of Equipment	1-2 years - capital allocation is made annually to replace inventory items as needed.





TO: Veronica Lara, Director  
Department of Small and Minority Business Resources

FROM: Sai Xoomsai, Senior Buyer  
Purchasing Office

DATE: July 3, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No.RFP PAX0106  
Project Name: Audio Visual and Rigging Services

Commodity Code(s): 91509  
Estimated Value: \$500,000.00

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reason:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 972-4016.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

b. Subgoals: \_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic

\_\_\_\_\_ % Native/Asian American \_\_\_\_\_ % WBE

This determination is based on the following reasons:

*no subcontracting opportunities were identified*

*Raymond M. Young, Jr*  
Veronica Lara, Director

Date: *July 10, 2012*



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
OPERATION AND MANAGEMENT OF PARKING FACILITIES  
CITY OF AUSTIN, TEXAS**

---

**RFP:** PAX0106

**Addendum No:** 1

**Date of Addendum:** August 2, 2012

---

This addendum is incorporating the following questions and answers, clarifications, and changes to the above-referenced RFP.

- 1.0 Changes to solicitation due dates as follows;
  - 1.1 **Proposal Due Prior to Time and Date is changed** to 08:30 AM, August 28, 2012.
  - 1.2 **Proposal Close Time and Date is changed** to 08:30 AM, August 28, 2012.
- 2.0 An updated Attachment List and Attachment "G" through "K" has been added to the solicitation.
- 3.0 Section 0500, item 8.1.2. reference attachment "F" is changed to reference attachment "G"
- 4.0 Section 0500, item 8.7. reference attachment "G" is changed to reference attachment "H"
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Sai Xoomsai, Buyer I  
Purchasing Office

08/02/2012  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
AUDIO VISUAL AND RIGGING SERVICES  
CITY OF AUSTIN, TEXAS**

---

**RFP: PAX0106**

**Addendum No: 2**

**Date of Addendum: August 9, 2012**

---

This addendum is incorporating the following questions and answers, clarifications, and changes to the above-referenced RFP.

The following questions were posed by one or more Vendors in writing or at the pre-proposal meeting held on August 1, 2012.

- 1.0 (Q) How many providers will be selected as a preferred Vendor?  
(A) Only one (1) vendor will be selected as the preferred provider.
- 2.0 (Q) Under Section 0500, item 4.3.4 states that the Preferred Vendor must provide a rigger certified by the Entertainment Technician Certification Program (ETCP) for all events requiring rigging services and/or rigging equipment, would the external providers be held to the same standard?  
(A) All vendors (preferred or non-preferred) will be held to the same standards by the Austin Convention Center Department.
- 3.0 (Q) Who approves rigging plots for Events?  
(A) Preferred and non-preferred provider(s) will be required to submit all plans to Austin Convention Center Department for approval as per section 4.1.8.
- 4.0 (Q) Has load-bearing certification been completed for the Convention Center and Palmer Events Center?  
(A) Load-bearing recertification is currently being done at the Austin Convention Center and load-bearing certification has been completed at the Palmer Events Center.
- 5.0 (Q) Has mapping points been completed for the Convention Center and Palmer Events Center?  
(A) Verification of mapping points is being done at the Austin Convention Center Department and mapping points for Palmer Events Centers are completed.
- 6.0 (Q) Will the Preferred Vendor be charged for the use of the Convention Center Department sound systems? Will the external providers be charge to use the sound system? If so, who handle the billing of the service?



- (A) Preferred Provider will not be charged patch fees related to audio visual services. External providers will be charged patch fees and utilities related to audio visual and rigging services. The ACC utility services business unit will handle all billing.
- 7.0 (Q) If the guests request podiums and lecterns, will the preferred providers be responsible for providing?
- (A) Yes, the Austin Convention Center will refer clients to the preferred provider and the client pays preferred provider directly for all equipment provided under the proposed RFP.
- 8.0 (Q) Who handles pre-function and exterior hanging of banners and signage?
- (A) The general service contractor (GSC) for the event will charge the client to hang exterior and interior banners and signage. If a client does not have a GSC then the Austin Convention Center will hang banners and signage for the client at the prevailing rate.
- 9.0 (Q) Is the expectation that preferred Vendor pay drayage fees?
- (A) Preferred Provider (vendors) will be responsible for all drayage fess (storage/shipping).
- 10.0 (Q) Under Section 0500, item 5.4, please clarify the assignment of parking for the Vendor.
- (A) The Austin Convention Center will provide up to five (5) garage parking passes and facility access passes to the Preferred Provider for exclusive use during events. Any additional parking privileges will be at prevailing parking rate. Any request for additional or long-term access passes must be approved by Director prior to execution of agreement.
- 11.0 (Q) Under Section 0500, item 4.6.3, 5.5., and 5.6., would the City be willing to provide storage space and office space for the Preferred Provider?
- (A) Section 4.6.3: The City will have no obligation to provide Contractor will permanent office or permanent storage space in City facilities; Section 5.5: The City will provide all necessary services to Contractor required to service the City facility lessees. These services may include necessary electrical, water, air conditioning, telecom, and network access. There is no provision in this section that would constitute the City providing office space for the Contractor; Section 5.6: The City will provide a limited amount of temporary storage space of Contractor's equipment that will be required to be removed from the facility at the conclusion of each event and no later than the time of termination of the Lessee's contract period.
- 12.0 (Q) Will the City be able to provide history of Event Booking (Calendar of Event) for 2011 and 2012 as well as future Event Booking of 2013 through 2015?
- (A). Yes, please see attached document "Attachment L".
- 13.0 (Q) Please clarify that attachment "A" revenue and commission statement solely refers to Audio Visual and does not include Rigging Services?
- (A) Attachment "A" reflects only audio visual revenue and commissions.
- 14.0 (Q) Is the City open to receiving expanded solution offerings in response to the RFP?
- (A) This is not a requirement of the RFP. If submitted the City reserves the right to reject all expanded solutions offering related to this RFP. The solutions should not contain any

provisions for discounts related to fees associated with audio visual and/or rigging services revenues and commission related to RFP.

- 15.0 (Q) Under Section 0500, item 8.1, please clarify the minimum annual guarantee statement.  
(A) Section 8.1 defines how the "minimum annual fee" is being calculated; on a monthly basis. This is the same as "one twelfth of the minimum annual fee paid or the service fee for such month."

16.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:



Sai Xoomsai, Senior Buyer  
Purchasing Office

08/08/2012  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
AUDIO VISUAL AND RIGGING SERVICES  
CITY OF AUSTIN, TEXAS**

---

**RFP:** PAX0106

**Addendum No:** 3

**Date of Addendum:** August 9, 2012

---

This addendum is incorporating the following clarification to the above-referenced RFP.

- 1.0 The title of addendum 1 was incorrectly listed as OPERATION AND MANAGEMENT OF PARKING FACILITIES. This addendum has been used to update and reflect the correct title of Audio Visual and Rigging Services.



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
OPERATION AND MANAGEMENT OF PARKING FACILITIES  
CITY OF AUSTIN, TEXAS**

---

**RFP:** PAX0106

**Addendum No:** 1

**Date of Addendum:** August 2, 2012

---

- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Sai Xoomsai".

Sai Xoomsai, Senior Buyer  
Purchasing Office

08/09/2012

Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
CITY OF AUSTIN, TEXAS**

---

**RFP:** PAX0106

**Addendum No:** 4

**Date of Addendum:** August 27, 2012

---

This addendum is incorporating the following questions and answers, clarifications, and changes to the above-referenced RFP.

1.0 Changes to solicitation due dates as follows;

1.1 **Proposal Due Prior to Time and Date is changed** to 10:30 AM, September 5, 2012.

1.2 **Proposal Close Time and Date is changed** to 10:30 AM, September 5, 2012.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

A handwritten signature in dark ink, appearing to read "Sai Xoomsai".

Sai Xoomsai, Buyer I  
Purchasing Office

08/27/2012

Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**

# CITY OF AUSTIN, TEXAS

## Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

**SOLICITATION NO:** RFP PAX0106

**COMMODITY/SERVICE DESCRIPTION:** Audio Visual and Rigging Services

**DATE ISSUED:** 07/23/2012

**REQUISITION NO.:** 8200 2053000374

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 08/01/2012, 8:30 A.M., CDT

**COMMODITY CODE:** 91509

**LOCATION:** Austin Convention Center, 500 East Cesar Chavez St., Austin Texas 78701, Room "Austin Suite." Enter through Administrative Offices on Cesar Chavez.

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

**PROPOSAL DUE PRIOR TO:** 08/14/2012, 10:00 A.M., CST

Sai Xoomsai Purcell

Senior Buyer

Phone: (512) 974-2133

**PROPOSAL CLOSING TIME AND DATE:** 08/14/2012, 10:00 A.M., CST

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

### **SUBMIT 1 ORIGINAL AND 7 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No.** (      )

**Fax No.** (      )

**Email Address:** \_\_\_\_\_

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All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                      Response
- Section 0605                      Local Business Presence Identification Form
- Section 0700                      Reference Sheet (if required)
- Sections 0800 - 0835              Certifications and Affidavits (return all applicable Sections)
- Section 0900                      MBE/WBE Procurement Program Package or No Goals Utilization Plan

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS).

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Friday, August 3, 2012 at 2:00pm. Please send questions in writing to Sai Xoomsai by email sai.xoomsai@austintexas.gov or fax to: (512) 974-2388.

2. **INSURANCE** Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN  
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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 and \$2,000,000 aggregate for coverage. A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Excess Liability. The minimum bodily Injury and property damage per occurrence are \$5,000,000 each occurrence and \$5,000,000 aggregate.
- v. All Risk. Covering improvements, trade fixtures and equipment (including fire, lighting, vandalism, and extended coverage perils) shall be at replacement value.
- vi. Liquor Liability Policy. Limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**CITY OF AUSTIN  
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**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 60 months
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 60-MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

**4. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Convention Center Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

**5. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation)** with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

**6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or

**CITY OF AUSTIN  
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services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

**7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be

**CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS**

unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**8. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

**9. ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
  - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
  - (3) Contractor shall submit, as a part of the request for increase, the version of the Consumer Price Index, as used by the City for Budget purposes (the Consumer Price Index – All Urban Consumers, or CPI-U) for the twelve-month period of the previous Accounting Year (hereinafter. A “CPI Adjustment”).
  - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
  - iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**10. CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Van Jobe

---

Manager: Purchasing & Guest Services

---

(512) 404-4047 office

---

van.jobe@austintexas.gov

**CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS**

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

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**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: PAX0106

PROJECT NAME: Audio Visual and Rigging Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER: PAX0106

PROJECT NAME: Audio Visual and Rigging Services

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:** PAX0106

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 91509

**DESCRIPTION:** Audio Visual and Rigging Services

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title

**AUSTIN CONVENTION CENTER DEPARTMENT  
AUDIO VISUAL AND RIGGING SERVICES  
REQUEST FOR PROPOSAL (RFP)**

**1.0 PURPOSE**

The City of Austin ("City") seeks proposals in response to this request from individuals or firms qualified and experienced in providing quality Audio Visual and Rigging services for trade shows, banquets, family entertainment, convention events, sporting events, etc., to enter into a relationship with the City to provide those services at the Austin Convention Center (ACC) and the Palmer Events Center (PEC) (collectively, "ACCD" or "Facilities").

The scope of work consists of providing professional services as a "Preferred Provider" on a "Non-Exclusive" basis for ACCD events.

- a) *Non-Exclusivity (preferred) to patch into in-house sound systems and equipment, including public address systems, on the behalf of another audio visual service providers*
- b) *Non-Exclusivity (preferred) to provide other audio visual services*
- c) *Non-Exclusivity (preferred) to provide or facilitate rigging services, including both labor and rental equipment (e.g. chain hoists, truss, etc.)*

The work will include providing complete audio visual and rigging services (rigging services provided through Proposer's own employees or through direct subcontracting) including equipment rentals, equipment set-up, equipment support, sales, and customer service for ACCD Lessee, as well as technical expertise, labor and advice to ACCD staff and Lessee. Additionally, the selected Proposer will provide, maintain, and manage all activities associated with the sale, installation, operation, and removal of services and equipment as requested by the Lessee Service areas include, but are not limited to, exhibit halls, ballrooms, meeting rooms, lobbies, pre-function areas, and registration areas of facility.

The selected Proposer will be responsible for marketing their services and equipment to Lessees and the City will make every effort to provide Lessee contact information to the successful Proposer. The City does not guarantee sales volume for proposed services. The City will make every effort to assist in educating Lessees of the availability of the Successful Proposer's services and equipment, but Lessees are at all times entitled to engage the audio visual and rigging services provider of their choice.

The City will enter into an arrangement with the Successful Proposer for a term of sixty-months (60) that may be canceled by the City without cause at any time after twenty-four (24) months. ACCD will administer the contract on behalf of the City. The City will have active oversight in the day-to-day operations of the Successful Proposer and final authority to direct planning, budgets, and operational issues. The goal is to provide the highest quality of audio visual and rigging services and to maximize the financial return to the City.

This RFP is inviting proposals from interested and qualified parties to be selected as the preferred and non-exclusive audio visual and rigging provider of the ACCD. The Successful Proposer will be required to enter into a contract for the services described in this solicitation. This RFP does not constitute a contractual agreement but outlines some of the key issues to be addressed in the final contract with the City.

**2.0 BACKGROUND**

The mission of the City is to provide outstanding facilities and services to our customers so they can have a positive experience. Additionally, through the hosting of conventions that bring in overnight visitors, we look to maximize the economic opportunities for the City of Austin. It is the goal of the City to secure, enhance, and increase business and to provide an environment that will cause patrons to become repeat Clients of the facilities.

ACC is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet, the ACC offers 246,097 square feet of column free exhibit space divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with



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43,300 square feet and enough space for over 3,000 guests and Clients. The ACC has 54 meeting rooms and show offices that offer 61,440 square feet located on all four levels.

PEC is located in a park setting and adjacent to the Long Center for the Performing Arts, which provides a home and venue for performing arts organizations. The PEC is 130,000 square feet, with a 70,000 square foot exhibit area capable of subdivision into two smaller exhibit areas that can be used simultaneously. The facility has two major entrances to serve each simultaneous event, one from the north adjoining Riverside Drive and the other adjacent to Barton Springs Road. The PEC is a smaller events type of facility that caters to local public events that are not large enough to utilize the ACC. In addition, there are a series of meeting rooms of approximately 7,000 total square feet used by smaller groups.

ACCD has in-house audio and distributed TV capabilities, as well as computer-dimmed meeting room lighting. These in-house systems are intended for spoken voice reproduction with automated room combining capabilities. All meeting rooms, exhibit halls, ballrooms, and public concourses have sound reinforcement capabilities. All system head end equipment is located in a central A/V room.

The ACCD averaged, over the past five years, approximately 270 events per year with attendance between 1,000 and 25,000 guests over consecutive days. In addition, the ACC provides space to major conventions, consumer shows, trade shows, sporting events, meetings, and galas for the community.

The PEC is host to smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, and sporting events. Attendance at these events typically ranges from 500 to 5,000.

Attendance may vary depending upon the type of event, the promotion of the event, competing local activities, etc. The Successful Proposer shall be prepared to provide audio visual and rigging services to events with 10 guests and to events with as many as 25,000 guests over consecutive days.

The facilities may be open to host event activities 365 days per year, generally between 6 am to 12 midnight, but may be opened earlier or later, especially during weekends. The ACCD Director, or his/her designee, retains final approval on specifics regarding location(s), size, and hours of operation.

Please see the following Attachments for additional information:

- A. Audio Visual Commission History
- B. Event and Attendance History PEC and ACC
- C. Floor Plans ACC
- D. Floor Plan PEC
- E. ACCD Rigging Guidelines
- F. PEC Rigging Diagram
- G. Sample Monthly Commission Report
- H. Schedule of Reports
- I. Equipment List and Personnel
- J. Reference Sheet
- K. Competitive Commission Proposal

### **3.0 DEFINITIONS**

- 3.1 "Accounting Period" means each calendar month. During this Contract Term, Contractor shall account to the City each Accounting Period for Gross Revenues and calculated minimum fees or percentage fees. The Accounting Periods for purposes of this Contract shall be between October 1, 2012 and September 30, 2013.

**AUSTIN CONVENTION CENTER DEPARTMENT  
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- 3.2 "Accounting Year" means the fiscal accounting year of the City, which begins on October 1 and ends on the following September 30, or the portion thereof should this contract be terminated before the September 30 end of a full Accounting Year.
- 3.3 "Agreement" means this Agreement and all exhibits attached hereto.
- 3.4 "Audio Visual Services" means the labor, AV equipment, and materials necessary to provide Lessees of the City Facilities with: 1) audio and video reinforcement and general paging in the Ballroom, Exhibit Halls, and all Meeting Rooms of the facilities; 2) audio recording in the Ballroom, Exhibit Halls, and Meeting Rooms, including the use of the City Facilities' permanently affixed cabling, amplifiers, input, and patch boards designed for audio reproduction; 3) bi-directional video, including use of the City Facilities' permanently affixed cabling, amplifiers, patch boards, receiving, and, if necessary, transmitting satellite disks, and all other equipment designed to receive and transmit satellite transmissions and distribute same throughout the facilities; 4) visual and audio-visual projections, including use of digital video projectors, slide projectors, screens, overhead projectors, film projectors, and all other such equipment; and 5) other related services provided by Contractor, such as rental of equipment not provided in connection with the services listed above, including spotlights, mixer boards, temporary lighting, headsets, and slide duplications and developing.
- 3.5 "Audio Visual and Rigging Services Fee" or "Services Fee" means the total compensation payable by Contractor to the City for each Accounting Year for the right and privilege to provide Audio Visual and Rigging Services to Lessees at City Facilities under this Contract.
- 3.6 "Center" means the Austin Convention Center, 500 East Cesar Chavez, Austin, Texas 78701.
- 3.7 "City" means the City of Austin, Texas.
- 3.8 "City Facilities" means the ACC and PEC.
- 3.9 "Director" means the Director of the Austin Convention Center Department, or his/her designee.
- 3.10 "Department" means the Austin Convention Center Department or its successor.
- 3.11 "Effective Date" means the date this Contract goes into effect, which shall be the date sign by the City.
- 3.12 "Event Period" means installation, dismantling, and show period of Lessee's event.
- 3.13 "First Class Service" means maintaining the same or better standard of care, diligence, and professional competency as is customary in the industry for public assembly facilities of the size, type, and purpose of the Austin Convention Center and Palmer Events Center.
- 3.14 "Gross Revenues" means all monies paid or payable to the Contractor for sales made or services rendered at or from the City Facilities or from any other source related directly or indirectly to the services provided under the Contract, less any City, County, State, or Federal sales tax, gross receipts tax, or other tax that is based upon the price of a good or service and which is directly payable to the taxing authority by the Contractor. These monies shall also include any upcharge levied by Contractor to said source when subcontracting out equipment or services (e.g. rigging services) and then billing back the actual charge of the subcontractor, plus the upcharge, to the source.
- 3.15 "House Sound and Lighting Equipment" means the equipment owned by the City in the City Facilities.

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- 3.16 "Lessee" means an association, organization, group, company, or individual leasing any portion of a City Facility.
- 3.17 "M/WBE" means a Minority-Owned Business Enterprise or a Woman-Owned Business Enterprise certified by 5MBR and as defined in the Code of the City of Austin.
- 3.18 "M/WBE Program" means the City of Austin's Minority-Owned and Women-Owned Business Enterprise Procurement Program, as described in Chapters 2-9A to 2-90 of the Code of the City of Austin.
- 3.19 "SMBR" means the City's Small and Minority Business Resources Department, or its successor. 5MBR administers the M/WBE Program.
- 3.20 "PEC" means the Lester E. Palmer Events Center, 900 Barton Springs Road, Austin, Texas 78701.
- 3.21 "Minimum Annual Fee" means the minimum Audio Visual and Rigging Services Fee that Contractor agrees to pay the City each Accounting year. Periods of less than a full Accounting Year shall be prorated.
- 3.22 "Percentage Fee" means the portion of Gross Revenues that Contractor agrees to pay the City as the Audio Visual and Rigging Services Fee for an Accounting Year earned by Contractor. For an Accounting Year the Contractor will pay the greater of the Percentage Fee or the Minimum Annual Fee.
- 3.23 "Rigging Services" means all rigging services billed to Lessees for consultation, design, and package services, including third party and subcontracted services; this includes packages that entail equipment and labor.
- 3.24 "Rigging Equipment" means all equipment billed to Lessees by Contractor, including third party and rental equipment, such as chain hoists, trusses, wire rope, shackles, etc.
- 3.25 "Rigging Labor" means all labor billed to Clients for consulting, installation, and removal of services and equipment, including third party and subcontracted labor.

**4.0 SCOPE OF SERVICES**

**4.1 Equipment**

- 4.1.1 Contractor's Service and Equipment Rates, and Rental of Equipment for Lessees  
Contractor is responsible for developing and submitting to the Director for review, comments, and approval all equipment rentals, labor, and other rates charged to Lessees by Contractor. Contractor shall obtain approval from the Director for all Lessee discounts greater than ten percent (10%) from published schedule of rates, price quotes for equipment, or services that deviate from approved pricing policies, or quotes which are less than the cost of providing such equipment or services, prior to submitting quotes to lessees. Contractor shall be able to perform most services for Lessees with equipment available in their local inventory. Occasional rental of outside equipment may be required at the sole expense of the Vendor.
- 4.1.2 Required Equipment The Contractor shall provide equipment to include, but are not limited to microphones, audio mixers, portable audio systems, screens, LCD and Plasma monitors, cameras, projectors (all types), video conferencing, lighting elements and equipment, other visual aids (flip charts and markers, easels), and operational support equipment including but not limited to equipment carts, appropriate drapes, skirts, and masking, extension cords, connectors, and patch cords required to provide a full array of

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audio visual and rigging services to the Lessees. With regards to rigging equipment, Contractor shall be able to provide, or cause to be provided, equipment such as chain hoists, chains, trusses, motor controls, cases, fall protection equipment, straps, harnesses, and carabiners. The type and quality of the equipment listed shall be typical of a major convention center facility (i.e. up to date technology), and the condition of all equipment should be in good repair such that the equipment operates as the manufacturer intended, without the need for makeshift repairs or temporary contrivances. In addition, any support equipment that is necessary for the successful completion of work shall be provided by Contractor; this includes, but is not limited to: boom lifts, knuckle lifts, scissor lifts, fork trucks, and scaffolding.

- 4.1.3 Equipment Inventory The Contractor shall provide all equipment and supplies necessary to conduct business for which they are contracted. The Contractor will be required to submit an Equipment Inventory report semi-annually in writing or electronically on March 31 and September 30 of contract year.
  - 4.1.4 Equipment Maintenance The Contractor shall be responsible for the cost and scheduling of maintenance and upkeep of all Contractor-owned equipment, and shall have a preventive maintenance plan available for review by the City. Maintenance records for Contractor owned equipment should be available to the City with 24 hours' notice. Equipment shall be maintained and replaced, at Contractor's cost, as necessary to ensure that it is operational, functional and ready for use at all times. Maintenance shall occur according to Contractor's written preventive maintenance program.
  - 4.1.5 Equipment Inspection The City shall have the right to inspect and/or test all equipment, materials, and workmanship prior to the date when the equipment is placed in service. The City reserves the right to reject any equipment or workmanship, which is defective and fails to meet the City standards. Contractor, at his its own expense, shall promptly repair or remove and replace any defective equipment, materials or workmanship.
  - 4.1.6 Contractor's Inventory Contractor shall provide, at no cost to the City and at a minimum, audio visual and rigging equipment, supplies, and services as listed in their original submittal (Section 0600, item 1.2.15.) herein collectively defined as the "Equipment." Contractor shall provide training in the use of the Equipment as necessary, without charge to the City. Title to the Equipment shall remain with Contractor. The contractor shall reconcile equipment upon the expiration, or earlier termination, of the Contract.
  - 4.1.7 Transportation Contractor will be responsible for transporting and removal of audio visual and rigging equipment, at no cost to the City, at the conclusion of each event and no later than the time of termination of the Lessee's contract period for which Contractor's equipment, whether owned or subcontracted, has been utilized.
  - 4.1.8 Rigging Plans Contractor shall submit to Director, or his designee, rigging plans for every event that requires such services of Contractor. Rigging plans shall be submitted at least 30 calendar days prior to each event's move in, and must be approved by Director, or his designee, before any rigging can occur. If a deviation from an approved plan is necessary or suggested during move in, the Director, or his designee, must be consulted, and his approval gained, so that risk to City is minimized.
- 4.2 Services Policy and Procedure
- 4.2.1 Services Provided for City Events Should the City require the same services outlined in this agreement as would be provided a Lessee, Contractor shall, upon written request from the City, furnish all labor, materials, equipment, and services necessary, or reasonably incidental, to provide Audio Visual and Rigging Services to the City for City functions at City Facilities for the minimum of 10 free events annually. Contractor shall



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submit an accounting of such services to the City office or department requesting the services, which shall be kept on file and a running total kept. The value of such services shall be based on their regular schedule of rates (e.g. "rack" rates.) In no case shall the total value under this section exceed fifty thousand dollars (\$50,000.00).

- 4.2.2 Additional Services Provided for City Events. For any events in excess of the fifty thousand dollar (\$50,000.00) limit, Contractor agrees to provide such services to the City under this Section at a discount rate from the Contractor's regular schedule of rates and charges. Such discount shall be that which is identified in the Contractor's Competitive Commission Proposal as required in Section 0600, item 1.11.5. Contractor shall submit an invoice for such services to the City office or department requesting the services, which shall be payable within thirty days after receipt of invoice. Such discounting will only apply to services provided in the Austin Convention Center or Palmer Event Center.
- 4.2.3 Contractor's Services. Contractor agrees to provide services during the term of this Contract consistent with the Scope of Work. During all operations at City Facilities, Contractor agrees to conduct its duties consistent with the City Facilities' policies, procedures, and regulations, including those required for managing outside audio visual and rigging subcontractor operations in the City Facilities. The Contractor is responsible for submitting to the Director for review, comment, and approval any changes or additions to operational procedures or services.
- 4.2.4 Changes to Scope of Services If, during the term of this Contract, a material change, as defined below, in the scope of Audio Visual and Rigging Services required at any City Facility is planned or occurs, the Director shall give the Contractor notice of such material change. Within ten (10) business days of such notice, the parties shall meet and make good faith efforts to re-negotiate the compensation and, if necessary, staffing terms of this Contract. The parties shall have thirty days (30) following the notification to Contractor to reach agreement on amended compensation and, if appropriate, staffing provisions. If the parties fail to reach such agreement within the stated time period, either party shall have the right to terminate this Contract upon providing the other party with at least thirty (30) days' notice. Material Changes shall be any of the following:
- 4.2.4.1. Expansion of a Department facility, and such expansion requires additional audio visual and rigging service
  - 4.2.4.2. Closure of a facility
  - 4.2.4.3. Closure of a portion of a facility, if such closure reduces capacity or need for audio visual and rigging services
  - 4.2.4.4. Sale or other transfer of a Department facility to a party not controlled or owned by City
  - 4.2.4.5. Acquisition of a new Department venue that requires audio visual and rigging service
- 4.2.5 Promulgation and Approval of Audio Visual and Rigging Service Policies and Procedures The Contractor is responsible for adhering to policies, procedures, and operational programs as described in submittals that are required in Section 0600 of the RFP for Audio Visual and Rigging Services. If at any time after approval by the Director, the Contractor wishes to amend a policy, procedure, or regulation, the proposed change(s) shall be submitted to the Director for review, comment, and approval.

4.3 Personnel

- 4.3.1 The Contractor shall designate Single Point of Contact (SPOC), who shall be available and on-call 24 hours a day, including weekends and holidays. The SPOC or approved designee shall be required to be on the ACCD facilities during installation, event, and removal. The SPOC shall be a decision maker representative of the Contractor. The

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SPOC shall provide adequate management of the operations during installation, event, and removal.

- 4.3.2 The SPOC must have a minimum of two (2) years of consecutive employment in a similar operation with comparable responsibilities. The SPOC shall coordinate all audio visual and rigging services related to ACCD spaces (including event spaces, docks, storage areas or any other entry), with subcontractors, vendors, and/or Contractor's personnel. The SPOC or approved designee shall be required to be on the ACCD facilities during all operating hours.
  - 4.3.3 The City shall approve Contractor's proposed on-site SPOC throughout the term of the contract. Contractor's on-site SPOC shall have no job-related responsibilities at other venues. If the City requests a replacement for the on-site SPOC or any of the staff, Contractor shall have five (5) days to provide a temporary replacement approved by the City, and fifteen (15) days to provide the City with at least three (3) resumes of suitable candidates for such purpose.
  - 4.3.4 The Contractor shall provide a rigger certified by the Entertainment Technician Certification Program (ETCP) for all events requiring rigging services and/or rigging equipment. Such rigging personnel shall work under the ultimate direction of the SPOC, and the SPOC will be responsible for ensuring compliance with certification by ETCP.
  - 4.3.5 It is the responsibility of the Contractor to employ competent and orderly employees who are neat and clean in appearance, act in a courteous and competent manner, and treat all patrons in a respectful manner. Whenever the Director notifies the Contractor that an employee of Contractor is deemed to be incompetent or disorderly, the Contractor will investigate the concerns thoroughly, and if good cause for the Director's complaint is confirmed, shall take immediate and appropriate actions to remedy the problem(s); provided, however, such actions shall not violate any Federal, State, or Local applicable law or regulation. At all times the Director will reserve the right to remove from the premises any person or person(s) whose actions or activities are not consistent with the quality of service that the City Facilities seek to provide. The Contractor shall advise temporary employees to enter and remain on the City Facilities' premises only during events at the City Facilities and for a reasonable time prior to and subsequent to events, and only for the purpose of exercising during such events the rights and privileges herein mentioned. Contractor will recruit, employ, and train all employees for a successful audio video operation and recruit, engage, and properly manage any subcontractors used (e.g. for rigging services) to fulfill obligations of the contract. Training of the employees and/or subcontractors must include the concepts and policies of a first-class audio video and rigging operation with emphasis on high quality customer service and safety. While working in the Department facilities, Contractor's employees (and employees of subcontractors) shall wear appropriate uniforms and identification badges that will enable Lessees and Department staff to recognize them as audio video and rigging service providers. The Director must approve uniforms and identification badges.
- 4.4 Training
- 4.4.1 Orientation Seminars Contractor will sponsor annual orientation sessions for City staff to acquaint them with Contractor's complete range of services, and to provide an opportunity to demonstrate available audio visual and rigging possibilities, and the feasibility of various set-ups using the City Facilities.
  - 4.4.2 Contractor will be permitted to operate, after being trained by City staff, on a non-exclusive basis and with the approval of the City, all permanently installed audio visual and rigging equipment, including sound reinforcement and public address systems.

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Within thirty days of commencing operations at ACCD, Contractor will provide personnel to be trained on such systems. Time and location of training to be mutually agreed upon.

**4.5 Sales and Marketing**

- 4.5.1 The Contractor will submit a Marketing Plan, annually and within 30 days of the agreement's execution anniversary, which clearly demonstrates Contractor's ability to secure, and assist with securing, business from the ACCD customers, its exhibitors, and attendees. The Plan should include steps to be undertaken to insure, track, and report on customer satisfaction.
- 4.5.2 The Contractor will submit an overview of marketing resources available to Contractor. These can include, but are not limited to in-house marketing, established contracted marketing services, or shared corporate marketing services.
- 4.5.3 The Plan shall include, at a minimum:
  - 4.5.3.1. A vision statement
  - 4.5.3.2. Goals and objectives
  - 4.5.3.3. Narrative of the role the Contractor expects to play in securing business
  - 4.5.3.4. Description of a program to evaluate customer satisfaction
  - 4.5.3.5. Website
  - 4.5.3.6. Collateral material
  - 4.5.3.7. Description of unique advantages of utilizing Contractor's services
  - 4.5.3.8. Narrative on communication with Lessees
  - 4.5.3.9. Pricing strategy
  - 4.5.3.10. Sales and marketing budget

**4.6 Other Requirements**

- 4.6.1 Contractor's Duties – General Contractor is granted the non-exclusive right and privilege to provide audio visual and rigging services in City Facilities to Lessees who contract for Contractor's services. Contractor shall furnish all labor, materials, equipment, and services necessary for, or reasonably incidental to, the provision of audio visual and rigging services to Lessees who engage Contractor.
- 4.6.2 Plans The Contractor shall submit floor plans and event operations plans for each event to the Director, or his designee, for approval. Rigging plans shall be submitted to Director, or his designee, at least 30 days prior to an event's move in day.
- 4.6.3 Office Space Contractor, at its sole expense, shall obtain and maintain private office and storage space in the City of Austin at a location other than at the City Facilities. The City will have no obligation to provide Contractor with office or storage space in City Facilities.
- 4.6.4 Within thirty (30) days of the effective date of the Contract, Contractor in coordination with the City shall develop a transition plan to ensure that the Contractor will be able to take over a fully functioning audio visual and rigging services operation no later than 60-days after contract award.

**5.0 CITY OBLIGATIONS**

- 5.1 The Director will give the Contractor advance notice of the time and the nature of all scheduled events and such other information, as is available regarding the audio visual and rigging needs of such events. Every effort shall be made by the Director to notify the Contractor of cancellation of previously scheduled events and, when notice has been given by the Director to the Contractor,

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- the City shall assume no liability for such cancellations. The Contractor agrees to furnish full and competent service for the full period required for any event about which it has received notice.
- 5.2 The City agrees to refer all prospective Clients to Contractor as the “Preferred Provider” of audio visual and rigging services at the City Facilities. However, nothing in this Contract shall be construed to grant to Contractor any exclusive right to provide audio visual and rigging services for any event held in ACCD or City Facilities, or to require that any Client or prospective Client use the services of Contractor. The City agrees to make every effort to assist in educating facility users of the availability of the Contractor’s services and equipment but that users are at all times are entitled to engage the audio visual and rigging services Provider of their choice.
- 5.3 The City shall provide keys, keyless access devices, and City-issued identification badges to Contractor to facilitate Contractor’s access to ACCD facilities for provision of audio visual and rigging services to Clients at the time of the event (or before, as agreed to by the City). Access devices shall be assigned to Contractor’s key staff. Any additional keys or access devices required may be checked out at ACC or PEC security control desk. The City will invoice Contractor for lost keys, access devices, and identification badges per the City policy. In addition, any locks that become compromised due to the loss of a key will be re-keyed or replaced at the discretion of Director, and the resulting financial burden will be borne by Contractor. Lost keys, access devices, and identification badges should be reported immediately to Director or his designee.
- 5.4 Subject to availability of space, the City will provide Contractor’s employees with parking at ACCD Facilities at no charge during events for which Contractor is providing audio visual and rigging services. Up to five (5) parking, access cards will be assigned to Contractor’s key staff for exclusive use during events. Overnight parking or parking when not conducting business is not permitted. The City will invoice Contractor for all lost parking access cards per City policy and will invoice for all unauthorized use of parking cards at prevailing parking rate.
- 5.5 The City shall provide, at no cost to the Contractor, all available and necessary electrical, water, air conditioning, telecom, and network access required by the Contractor to service the City Facility Lessees. This benefit does not transfer to exhibitors or any other 3<sup>rd</sup> parties.
- 5.6 The City shall provide a limited amount of additional, temporary storage space of Contractor’s equipment that will be required to be removed from facility at the conclusion of each event and no later than the time of termination of the Lessee’s contract period. Such space will be allocated by the City. The City reserves the right to change location of these spaces at its sole discretion, except for the temporary use of City Facilities as necessary for the performance of Contractor’s services to Lessees. Temporary facilities may include air conditioning, electrical service, telephone service, network access, and office furniture. Upon the completion of any event for which Contractor provided services to a Lessee, Contractor shall return any areas used or occupied by Contractor during such event to the City in clean, neat, and sanitary condition, and Contractor shall restore and repair any damage to City Facilities caused by Contractor (except minimal wear or tear), or its agents, employees, or representatives.
- 5.7 City Issue Equipment. It is the intention of the parties that the Contractor has access to the City Facilities in all respects necessary for it to render the first class services required by this Contract. Per Sections 5.3, the City shall provide Contractor with keys, keyless access devices, and identification badges. City will also provide radios to facilitate communication (while on site only – radios will be checked in and out). Unaccounted for radios, keys, keyless access devices, and identification badges will be invoiced back to Contractor per City policy.

**6.0 PROVISIONS GOVERNING USE OF CITY FACILITIES**

- 6.1 Use of Premises Contractor agrees to use the City Facilities exclusively to provide the Audio Visual and Rigging Services described in this Contract and for no other purpose. Contractor has



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examined the City Facilities and is satisfied with the physical condition of same, and by taking possession, covenants that they are in good repair and condition.

- 6.2 Improvements The parties agree there are no "leasehold improvements" required to be made by Contractor under this Contract and that Contractor shall not make such improvements without the prior written authorization of the City.
- 6.3 City's Right of Entry Nothing herein contained shall be held to limit or qualify the right of the City to the free and unobstructed use, occupation, and control of the City Facilities and the ingress and egress for itself, its employees, lessees, and the public. Representatives of the City shall have the right to enter, at reasonable times and in a reasonable manner, upon and have access to all spaces occupied by the Contractor.

**7.0 COMPENSATION TO THE CITY**

- 7.1 Services Fees In consideration for being granted the right and privilege to provide Audio Visual and Rigging Services to Lessees at City Facilities, Contractor agrees to pay the City during each Accounting Year or upon contract termination, an Audio Visual and Rigging Services Fee equal to the greater of the Percentage Fee or the Minimum Annual Fee, for such Accounting Year. Actual payments will be made in monthly installments.
- 7.2 Payment of Services Fees The City shall invoice for and Contractor shall pay the greater of one twelfth of the Minimum Annual Fee OR the Percentage Fee within 30 days of receiving the Accounting Statement as described in Section 8.1.

**8.0 ACCOUNTING AND RECORD KEEPING**

- 8.1 Accounting Statement Within fifteen (15) days after the end of each month during the term of this Contract or upon Contract termination, Contractor shall provide to the Director or his designee an accounting of Gross Revenues under this Contract for such month. The accounting shall be prepared in accordance with generally accepted accounting principles of the United States of America, and shall include an Accounting Statement that detail events for period, gross revenue for each event, and audio visual and rigging service fee (including any subcontractor up charge) for each event as separate line items with balances totaled. Audio Visual services shall be tallied separately from Rigging services. If the Accounting Statement shows that the Percentage Fee due the City for such month is greater than one twelfth of the Minimum Annual Fee paid, or that the Services Fees for such month have otherwise been underpaid, Contractor shall pay the City the difference with the Accounting Statement.
- 8.1.1 No fee, income, or revenue of any kind shall be collected by Contractor from the City Clients that is not represented on such statements submitted to the City. Such fee, income, or revenue will be subject to the commission structure as set forth in the final contract between the City and Contractor.
- 8.1.2 At a minimum, the statement shall include information as found in Attachment F
- 8.2 Lessee Billing Unless otherwise agreed by the City, Contractor shall be solely responsible to invoice Lessees for the amounts due Contractor, including sales tax, for performance of Audio Visual and Rigging Services, and to collect such amounts from Lessees. However, if requested by a Lessee and if the City and Contractor agree, the City may include Contractor's charges for Audio Visual and Rigging Services in the Lessee's overall event billing from the City. In that case, Contractor shall provide the City with a detailed statement of account for the services provided such Lessee upon conclusion of the event, and Contractor shall submit an invoice to the City for such amount. The City shall pay Contractor the amount owed Contractor for performance of Audio Visual and Rigging Services within thirty (30) days after receipt of payment from the Lessee. The City shall promptly notify Contractor if Lessee disputes Contractor's charges, and Contractor agrees to use its best, commercially reasonable efforts to resolve such billing dispute

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- with the Lessee. In no event shall the City ever be liable to Contractor for payment of Contractor's charges for performance of audio visual and rigging services for a Lessee at a City Facility, except to remit to Contractor amounts due Contractor from a Lessee collected by the City. Nor shall the City ever be obligated to file suit to collect any amount owed Contractor by a Lessee. Contractor assumes all risk of payment or collection of its charges. The City shall notify Contractor if it is unable to collect Contractor audio visual and rigging charges, and shall assign to Contractor all rights of collection against Lessee concerning such Contractor audio visual and rigging charges.
- 8.3 Payment Except as otherwise provided in this Contract, Contractor shall pay all monies due City within thirty (30) days after receipt of invoice. A check in the full amount will be made payable to "City of Austin," and shall be sent to the following address: Attn: Convention Center, P.O. Box 1088, Austin, Texas 78767-1088, or to such other address as the City may direct Contractor in writing.
- 8.4 Late Payments If any payment required to be made by Contractor is not received by the City within (30) business days of the due date, interest shall accrue at the lesser of one and one half percent (1.5%) per month, or the maximum lawful rate, on the amount outstanding from the payment due date until paid in full. If any check tendered by Contractor in payment of Services Fees or other charges under this Contract is not honored upon presentment by Contractor's Bank, the City may, upon notice to Contractor, require all future payment be made by certified check, money order, or other means to ensure payment of good funds.
- 8.5 Records During the term of this Agreement, Contractor shall maintain full and accurate records of all Audio Visual and Rigging Service operations, receipts and reports, which records shall be in a form satisfactory and at all times available to the Director or his designee. Such records shall be retained by Contractor for a minimum of three (3) years after the termination of the Agreement.
- 8.6 Underpayment If the Accounting Statement shows that the Audio Visual and Rigging Service Fee (including subcontractor up charge) or Monthly Commission due the ACC for such accounting period (monthly or annually) have otherwise been underpaid, the Contractor shall pay the ACC the difference during the next Accounting Statement due date. There will be a five percent (5%) penalty assessed on the amount of the shortage. Should the amount of underpayment continue to the next Accounting Statement, the penalty will increase by an additional 5% (total of 10% of the shortage). For each Accounting Statement thereafter in which the underpayment is not corrected and paid, the penalty assessed will continue to increase by 5%. The ACCD will prepare an invoice each accounting period for Contractor that details the underpayment and resulting penalties.
- 8.7 Reports The Contractor will be required to submit reports that include financial reports, operational reports, accident reports and logs, sales reports, commission reports, and equipment maintenance reports. Please see Attachment G for a schedule of reports.
- 8.8 Rate Review On an annual basis, the Contractor will be required to conduct a review of their rates in relation to industry standards and in relation to similar service providers in competitive national and regional convention center facilities. The Annual Review will be submitted to the City no later than June 1 of each calendar year and, along with a written justification, will be considered in any requests to modify and/or increase rates charged to Clients for Fiscal year beginning on October 1 of calendar year. The City may, from time to time, request additional reports; such requests will not be unreasonable and should be met with good faith efforts on the part of the Contractor.
- 8.9 Lessee Payment Contractor shall accept major credit cards, company checks, and cash as methods of payment.

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- 8.10 Proceeds The Contractor shall collect all proceeds from the operation of the audio visual and rigging services and maintain accurate records and reports with respect to such proceeds (categorized into such categories as the City may reasonably require) and deposit such proceeds on a daily basis into such account(s) as the City may require. In so doing, the Contractor shall institute such security, inventory, supplies and other control procedures as the City may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies and other products used in providing audio visual and rigging services.
- 8.11 Audits
- 8.11.1 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.
- 8.11.2 Annual Certified Audit Independent, certified audits of Contractor's operations, performed by a Certified Public Accountant or firm, shall be submitted by the auditor to the Director by January 31st following each Accounting Year. The first audit shall be due January 31, 2014, and the final audit due January 31, 2018. Prior to the City's review and approval of a selected auditor, the auditor must provide the firm's latest peer review and agree to allow the City to conduct a follow-up peer review (upon completion of an audit) at the request of the City Auditor. In the event an audit reveals a shortage in commissions due the City of more than three percent (3%) of the total commissions paid to the City for that Accounting Year, interest on the underpaid balance shall be due the City at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. Contractor shall address any findings in the Annual Certified Audit and provide to the Director a written response to the findings and an action plan on how and when the findings will be remedied within thirty (30) days of the release of the findings.
- 8.11.3 Right To Audit. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Agreement.

**9.0 MISCELLANEOUS PROVISIONS**

- 9.1 Non-Exclusivity It is understood and agreed that nothing in this Contract shall be construed to limit the rights of the City to provide similar services and conduct similar business as those to be performed by Contractor, or preclude the City or any of its Lessees from contracting with persons other than Contractor for the same or similar services and conditions as provided herein.
- 9.2 Contractor's Contracts Contractor shall prepare, at its own expense, such contract forms as may be necessary to provide for the various services, which it may furnish to the Lessees. The Director reserves the right to review and approve the form and content of said contracts.
- 9.3 Control of Building The buildings and premises, including keys thereto, shall at all times be under the control of the Director, or other duly authorized representatives of the City, and the City shall have the right to enter the premises at all times during the period covered by this Contract.
- 9.4 Storage In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the City Facilities, either prior to, during, or subsequent to the use of the City Facilities by Contractor hereunder, the City and its officers, agents, and employees shall act

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solely for the accommodation of Contractor, when possible, and City or its agents, officers, or employees shall not be liable for loss, transport cost, damage, or injury to such property.

- 9.5 Obstructions No portions of the sidewalks, entries, passageways, vestibules, halls, elevators, ways, or access to public areas of the premises of City Facilities shall be obstructed by Contractor or its agent or caused to be obstructed by Contractor or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. The doors, windows, skylights, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors, passageways, air circulation vents, and house lighting attachments, shall in no way be obstructed by Contractor or its agents. The water closets and plumbing system shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage occurring as a result of any misuse of any portion, facility, or equipment of the City Facilities, shall be paid for by Contractor as a reimbursable cost.
- 9.6 Signs and Posters Contractor shall not do, or permit to be done, upon said premises anything that will tend to injure, mar, or in any manner deface said premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, or screws into any part of the City Facilities, including parking lots, and will not make or allow to be made any alterations of any kind to said building or any equipment or facilities thereof. Contractor shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters, or cards of any description on any part of the premises of the City Facilities, except upon the regular billboards provided for such purpose by the City, and Contractor will use, post, or exhibit only such signs as are approved by the Director.
- 9.7 Advertising and Soliciting The City retains the authority to examine and approve or disapprove of any and all aspects of Contractor's advertising, promotional activities, signs, uniforms, insignia, and name related to City Facilities operations. Contractor is permitted and encouraged to engage in such reasonable advertising, solicitation, and promotional activities to realize the full potential of the City Facilities use herein granted, and a link on City's web site to Contractor's web site as well as a link to an information page on City's web site that describes Contractor's service offerings. Contractor may solicit and receive requests to schedule exhibits, conventions, or other activities in the City Facilities provided that all such requests are approved by the City Facilities' scheduling authorities.
- 9.8 Quality of Service It is the intention of the City that the City Facilities' Audio Visual and Rigging Service are of the highest quality attainable. The parties agree that the City shall have the power to set standards for and to review and approve or disapprove of Contractor's activities, operations, and conditions which may adversely reflect upon the City Facilities. The City shall have the right to require that any undesirable practices be remedied or discontinued. Failure of Contractor to take appropriate action after notification from City may result in the termination of this Contract.
- 9.9 Coordination Contractor shall employ and retain on City Facility premises during events for which Contractor has been hired to provide audio visual and rigging services such managers as may be necessary to serve as liaison with City staff and Lessee representatives, and to be empowered to receive and act upon all complaints, suggestions, or requests that may arise from persons attending the event, Lessee representatives, or City staff. Contractor shall arrange for floor communication units to facilitate service orders or contact with service employees on the exhibit floor. Contractor shall maintain a 24-hour telephone contact number in case of a show or exhibit emergency requiring Contractor's services.
- 9.10 Permits and Licenses Contractor is responsible, at its own cost and expense, to acquire, maintain, and renew during the entire term of this Contract all permits and licenses which may be required by applicable laws, ordinances, and regulations.



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- 9.11 Taxes Contractor agrees that it will pay any and all lawful taxes upon personal property and improvements and all other lawful taxes levied against the property, income, equipment, or operations of Contractor. Delinquency in paying any such tax may be cause for termination of this Contract.
- 9.12 Compliance with Laws Contractor shall comply with all laws of the United States, of the State of Texas, all ordinances of the City of Austin and Travis County, and all rules and regulations established by any authorized officer or department of said entities and Contractor will not suffer or permit to be done anything on City Facility premises in violation of any such laws, ordinances, rules, or regulations during the Term of this Contract.

**10.0 GENERAL REQUIREMENTS**

- 10.1 The Contractor will be required to meet all the General Requirements.
- 10.2 It is the expectation that the Contractor shall operate the audio visual and rigging services operation in such a manner consistent with audio visual and rigging services operating standards and best practices utilized in the hospitality and public assembly facility industry. All services of Contractor shall be of the highest standard of quality.
- 10.3 The City shall render decisions on all questions that may arise as to the acceptability of services rendered, levels of staffing, prices, equipment suitability, manner of performance, questions that arise as to the interpretation of the terms and conditions of this RFP, and all questions as to the acceptable fulfillment of the contract.
- 10.4 Contractor warrants and agrees that neither Contractor nor any person or entity under Contractor's control, including but not limited to, an officer, agent, employee, or subcontractor, shall provide any service or conduct any business in ACC or PEC which competes or conflicts with any service or business exclusively provided by the City.
- 10.5 The Contractor shall not subcontract from a Client's invoice more than ten percent (10%) of services, labor, and equipment rentals under the ACCD Client contract (including work of subcontractors) without the written consent of Director. This includes the application of such discounts on a line item basis.

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**1. PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- 1.1 Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element, which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate as well as the date of incorporation or licensing.
- 1.2 Part II - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your ability to perform the services requested herein. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- 1.2.1 The City is responsible for bringing Clients to ACCD Facilities and programming event activity for the ACCD and the Successful Proposer will market the audio visual and rigging services to such Clients and potential Clients. Provide specific information on a program directed to the continuous marketing of audio visual and rigging services and sales effort for the ACCD. Proposers should submit marketing material and detail any sales campaigns for similar facilities at which it currently operates. Also, describe how Proposer markets the services of any subcontractors (e.g. rigging services) used on a regular basis.
- 1.2.2 Proposer shall submit evidence of major achievement/awards/recognition that exemplify innovative marketing you have created in collaboration with a client. Submit photographs, articles or other supporting information you may wish to provide. **DO NOT SUBMIT MARKETING MATERIALS UNLESS THEY ARE ASSOCIATED WITH THE SPECIFIC AWARD.**
- 1.2.3 Describe the special staff expertise (both corporate staff and proposed staff for ACCD) and availability in regards to sales and marketing of audio visual and rigging services that your company would provide to the ACCD. Include any certifications or achievements of such staff.
- 1.2.4 Provide specific information on marketing program development to enhance or increase business, build clientele and to assist the recruitment of business, including any reports that relate to sales efforts, such as win/loss, overviews, summaries, or lead source effectiveness.
- 1.2.5 Provide specific information on any creative approaches that may be appropriate. Proposer may also provide supporting documentation that would be pertinent to this RFP.
- 1.2.6 Provide a description of any major achievements Proposer can point to as an example of quality performance recognition your company has received.
- 1.2.7 Based on your experience in similar facilities to ACCD Facilities, provide specific information on tasks, projects, initiatives, or programs you have utilized to improve services levels in those facilities, whether it affected only audio visual and rigging services or other services/departments within the facility. Such improvements include, but are not limited to,

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improving communication with facility staff, building relationships with Clients, securing new Clients, and making operating processes more efficient.

- 1.2.8 Provide specific information on Proposer organization's quality assurance methods as it relates to Client job fulfillment and ACCD Client satisfaction, including pre, during, and post event actions.
- 1.2.9 Describe your standard expectations and philosophy of customer service protocols for audio visual and rigging services, including how those expectations are memorialized (e.g. brochure, binder, website). If your firm maintains a formal customer service program, include an applicable description and/or materials that demonstrate the Proposer's commitment to customer service.
- 1.2.10 Describe how Proposer will decrease landfill waste to include, but not limited to, reuse of equipment, recycling, and other sustainable programs. This includes waste generated from general office administration as well as rental equipment and supplies.
- 1.2.11 Provide any suggested modifications to the ACCD physical layout or equipment, and suggestions on improvements to the existing audio visual or rigging areas. Recommendations may include, but are not limited to, storage, patch locations, control locations, rigging point locations, control room layouts, lighting and sound software and hardware configurations or upgrades. Include renderings or plan layouts, if applicable.
- 1.2.12 Describe your approach to keeping current with changes in technology. Include, at a minimum, narrative that describes how your firm maintains awareness of new technology, how it implements new technology/equipment into your inventories, and how your staff is trained in the use of new technology. New technology includes that which applies to both equipment and procedures.
- 1.2.13 Successful Proposer will sponsor periodic orientation seminars for ACCD staff to acquaint them with Proposer's complete range of services, and to provide an opportunity to demonstrate available audio visual possibilities, and various set-ups using the ACCD facilities. Provide a suggested outline of such training.
- 1.2.14 Proposers must provide a transition plan with their proposal. This transition plan should be a complete account of the steps that the Proposer will take to ensure that the Proposer will be able to open a fully functioning audio visual and rigging operation no later than 90 days after contract award. The transition plan should also include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step. The transition plan should begin on the date that the contract is fully executed and end on the day that a fully-functioning audio visual and rigging operation is opened for business to the City. The plan shall demonstrate a smooth and timely transition for staff and transparent changeover for meeting planners. The details for this plan should be presented in both a narrative form and presented on a timeline and must include the following elements:
  - 1.2.14.a Provide specific information on Proposer's staff notification;
  - 1.2.14.b Provide specific information on meeting planner notification;
  - 1.2.14.c Provide specific information on training and familiarization of facilities, equipment, services;
  - 1.2.14.d Provide specific information on placing management on-site in a full time capacity and subsequent hiring of full and part time staff;

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- 1.2.14.e. Provide specific information on how Proposer will notify any subcontractor(s) with whom you intend to work;
  - 1.2.14.f. Provide specific information on creating an inventory of ACCD-owned equipment and systems that will be accessed and utilized by Successful Proposer (e.g. sound systems, built-in projection screens, etc.).
  - 1.2.14.g. Since actual dates will depend on the date of contract execution, it is acceptable for the Proposer to indicate a number of days or weeks to accomplish the tasks, or to otherwise show the steps the Proposer will perform to be ready to provide services no later than 90 days after contract award.
- 1.2.15. The Proposers shall provide a recommended listing of all equipment and personnel services (both audio visual as well as rigging) that will be available to ACCD Clients (please use form in Attachment A). For equipment, provide the suggested rental rate, make and model, as well as the quantity that will remain in inventory. Equipment should include, but not be limited to microphones, audio mixers, portable audio systems, screens, LCD and Plasma monitors, cameras, projectors (all types), video conferencing, lighting elements and equipment, other visual aids (flip charts and markers, easels), and operational support equipment including but not limited to equipment carts, appropriate drapes, skirts, and masking, extension cords, connectors, and patch cords required for audio visual services, as well as rigging equipment such as chain hoists, chains, trusses, motor controls, cases, fall protection equipment, straps, harnesses, and carabiners. For personnel services, include hourly rates as well as any work rules such as minimum calls, overtime, breaks, etc. The following submittal requirements pertain to all equipment, whether audio visual or rigging:
- 1.2.15.a. Proposers will provide a complete description of the company's inventory control plan and system.
  - 1.2.15.b. Proposers will provide a complete description of the company's repair and maintenance plan, including protocols that will prevent damaged equipment from being provided to ACCD Clients, including any template or form reports used to record repair and maintenance.
  - 1.2.15.c. Proposers will provide a complete description of equipment disposal methods, keeping in mind the City's goal of minimizing waste sent to landfill.

**1.3 Part III – General Requirements:**

- 1.3.1 Submit a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- 1.3.2 The Proposer's principal firm, partnership, or corporation shall submit externally audited financial reports and notes prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles for the preceding five (5) years, including Profit and Loss, Balance Sheet, and Cash Flow Statements. If the Proposer is a subsidiary, the financial report should show financial information for the subsidiary as well as the parent company. In regards to the Proposer's audio visual and rigging entity, provide a history of your overall gross revenues and net profit/loss for the last five years.



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- 1.3.3 Successful Proposer shall coordinate through ACCD in order to accept secure, online/electronic ordering of equipment and services. ACCD will have final approval of order forms and method of ordering. Proposer shall describe how they will implement such a system, including sample forms or screen shots that can accurately portray what the Lessee or exhibitor would be utilizing.
  - 1.3.4 Provide specific information on how Proposer plans to bill, collect, and record all audio visual and rigging services revenues. For the Successful Proposer, this plan will be subject to review and modification at City's direction, not to be unreasonably imposed. Please describe the overall process as well as the electronic software system utilized. Include samples of client (e.g. Lessee or exhibitor) agreements, order forms, and invoices. Identify any charges that are not standard, such as service fees, upcharges, etc. Describe how you will fulfill Client orders, including the process of managing an order for equipment and services from initial point of contact through ordering, installation, final invoicing, and collection.
  - 1.3.5 Discuss any special electrical or other utility changes/additions Proposer would require to run your operations at the ACCD.
  - 1.3.6 Provide samples of reports regarding key statistics (Advance vs. on-site ordering ratio, number of complaints, rentals by item, number of hours equipment has been in use, etc.) Suggest samples of key statistics that your firm utilizes in its operation.
  - 1.3.7 Provide a description of Proposer's safety and first aid program, including but not limited to training outline, preventive measures, samples of incident reports and logs, follow up reports, safety equipment utilized, and equipment damage reports.
  - 1.3.8 Describe in reasonable detail Proposer's energy conservation program and general philosophy.
  - 1.3.9 Describe and demonstrate how Proposer typically structures and implements a project plan, including major milestones, and provide typical timelines between each milestone of the plan. Please provide a sample of a typical implementation project plan.
  - 1.3.10 Describe how Proposer will maintain, at all times, all areas under Proposer's direct control in a clean, professional, and sanitary condition. Describe how Proposer will assist ACCD staff in maintaining an acceptable level of cleanliness in all other (shared) spaces.
- 1.4 Part IV - Project Management Structure:** Provide a general explanation and organizational chart which specifies project leadership and reporting responsibilities, including the City's place in such a structure. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- 1.4.1 In the event the Proposer intends to subcontract or joint venture any of the proposed work stated in its proposal, the Proposer shall submit for each subcontractor or joint venture the information required in Item 1, PROPOSAL FORMAT, section 1.1 Part I – Business Organization. A joint venture must have formed prior to submitting proposal. All subcontractor agreements are subject to the approval of the City
  - 1.4.2 Please list any supplier with whom you have a contract that requires you to purchase from them. The City has no current product sponsorship agreements, but reserves the right to do so in the future.

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1.4.3 Describe your firm's use of subcontractors and independent contractors, including the decision making process in using either of these types of labor, for what roles you use this labor, how you verify the skill level of the employees, and how you manage the employees once they are on-site. Regarding subcontractors from whom you rent equipment for use at the Facilities, describe the decision making process in choosing said subcontractor(s), including how you address the quality of the equipment, and the general nature of the relationship with each subcontractor(s).

**1.5 Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

1.5.1 Proposer's business shall have been in business for at least 10 years providing audio visual and rigging services (or audio visual with subcontracted rigging services). Provide an overview of your current audio visual and rigging services practice, capabilities, and experience and indicate if the firm is publicly or privately owned.

1.5.2 Has your company ever been cited for any violation(s) of the Occupational Safety and Health Administration (OSHA)? If yes, explain the violation and how it was resolved.

1.5.3 Describe specific experience you have had working in convention centers, major hotels, stadiums/arenas and other large assembly facilities. Indicate the experience you have had in providing the type of professional audio visual and rigging services described in this RFP.

1.5.4 Describe how your firm has a competitive advantage over other firms offering the same services and how those services would be unique to the ACCD.

1.5.5 Describe the services you provide to your most complex client and why you consider this account to be complex.

1.5.6 Describe any experience you have had within the past five years of managing more than one venue or account in the same city or county (i.e. a convention center, major hotel, stadium/arenas, and other facilities).

1.5.7 Indicate any other experience that details your qualifications for the performance of the potential contract.

1.5.8 Describe experience working in a publicly owned facility under a commission fee arrangement.

1.5.9 The City has designated the Facilities as a shelter in case of a natural disaster. Please describe your experience in providing audio visual and rigging services in the case of a natural disaster, and the process for reimbursement required.

1.5.10 Provide a succinct description of why your company is the best-qualified choice to provide audio visual and rigging operations at ACCD. Indicate specific services, products, or relationships with other partners that would add value to the ACCD operation.

1.5.11 Provide references using Section 0700, Reference Sheet, for a minimum of five (5) **current** clients whose operations are similar in size, scope, and business environment to ACCD that

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can be contacted regarding your service abilities. All references should be specific to convention center operations outside of the Austin metropolitan area.

- 1.5.11.a Using the form in Attachment B for each account (i.e. references indicated in Section 0700), indicate the specific services you provide, the number of years you have operated the account, gross revenue for each of the last three (3) years, the fee or commission structure, and the average age of your equipment.
- 1.5.12 List all contracts in last five (5) years that your company has not renewed for any reason and include the reason for loss and client contact information.
- 1.5.13 If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident(s). Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
  - 1.5.13.a Submit full details of the termination for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The ACCD will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.
  - 1.5.13.b Describe and provide examples of the number of current multi-year National or Traveling accounts the proposer has including the dollar value of the agreements. Please note the length of time proposer has account under contract and the length of current contract. Please highlight current ACCD customers and potential new customers for the ACCD.
  - 1.5.13.c Describe and provide examples of the number of current multi-year Regional or Texas based accounts the proposer has including the dollar value of the agreements. Please note the length of time proposer has account under contract and the length of current contract. Please highlight current ACCD customers and potential new customers for the ACCD.

**1.6 Part VI - Personnel**

- 1.6.1 Provide a proposed staffing plan for the ACCD Facilities to include an organizational chart detailing all proposed management (exempt) and hourly positions (non-exempt). Include job descriptions, resumes, and certifications for each position and each proposed staff member that would be placed in Austin. Please identify the candidate(s) for the top position in Austin, along with his or her credentials.
- 1.6.2 Describe unique talents that your key personnel have that will ensure that all services to guests are provided with the goal of ensuring that quality customer service is achieved and maintained throughout the term of the contract.
- 1.6.3 Provide a list of all personnel who will supervise rigging services that are certified through PLASA's Entertainment Technician Certification Program (ETCP) that will be assigned to this project. If subcontracting the rigging services, provide the firm name(s) as well as the names of the subcontractor ETCP-certified personnel that would be assigned to this project.
- 1.6.4 Provide information on proposed minimum staffing guidelines for event types such as 1) general sessions; 2) meeting room utilization; 3) tradeshow or consumer shows; 4)

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0106**

concerts. Describe your approach to staffing with regards to positions and numbers of employees.

- 1.6.5 Describe in detail how you would work with ACCD when dealing with a Proposer-employed worker who is not performing in a professional manner.
- 1.6.6 Provide specific information on recruitment, employment, and training of all employees necessary for the successful provision of audio visual and rigging services at ACCD. Identify your process for soliciting employees, your standard hiring procedure, and your disciplinary process. Describe your training that shall include all required audio visual and rigging services training and certifications. The Successful Proposer shall also be responsible for conducting any other training as necessary or as reasonably requested by the City.
- 1.6.7 Describe your methods of offering professional development opportunities to employees that would be placed in the ACCD Facilities. Indicate on-site training, off-site training, web-based training, conference attendance, and promotion opportunities, at a minimum.
- 1.6.8 Provide specific information on the availability of Proposer's corporate resources to provide additional assistance in managing large-scale events or multiple events occurring simultaneously.
- 1.6.9 Describe the structure of Proposer's human resources department (both at corporate and local levels) and how those functions would be administered for employees working in ACCD Facilities.
- 1.6.10 Provide a description and photos of Proposer's suggested uniform and nametag for employees that will be interacting with Clients and/or visible to the public. ACCD shall have final approval of uniform selection, such approval not to be unreasonably withheld.

**1.7 Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- 1.7.1 On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- 1.7.2 If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- 1.7.3 If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- 1.7.4 The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0106**

defined in the Ordinance The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- 1.8 Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal. Please verify acceptance of this requirement.
- 1.9 Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 1.10 Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- 1.11 Part XI - Cost Proposal:** Information described in the following subsections is required from each Proposer.

Proposers will submit a "Competitive Commission Proposal" (Attachment C) that:

- 1.11.1 Offers the Austin Convention Center (ACCD) a guaranteed "Audio Visual and Rigging Services Fee" to be paid monthly based on the total gross receipts (whether subcontracted or not) on all sales of services, labor, and equipment rentals made to ACC and PEC Clients.
- 1.11.2 Identifies a commission percentage on audio visual services
- 1.11.3 Identifies a commission percentage on rigging services
- 1.11.4 Identifies a commission percentage for any subcontracted services that are utilized by the Selected Proposer in which the Proposer upcharges the actual cost of the subcontractor to the ACCD Lessee. The commission shall be based on the amount of the upcharge (i.e. profit to the Proposer).
- 1.11.5 Identifies a discount offered to the City for providing services in excess of \$50,000 as described in Section 0500, 4.2.2.

**2. EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

**3. PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: PAX0106**

**4. EVALUATION FACTORS AND AWARD**

4.1 **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph 4.2 below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

4.2 **Evaluation Factors:**

The following criteria will be used to score each proposal, with the sum totaling 110 points.

- (1) System Concept and Solutions Proposed (Grasp of the Scope of Work, responsiveness to terms and conditions, completeness and thoroughness of the proposal and documentation.) (20 points)
- (2) Demonstrated Applicable Experience (15 points)
- (3) Equipment/Facilities (10 points)
- (4) Evidence of Good Organization and Management Practices (15 points)
- (5) Personnel Qualifications (10 points)
- (6) Schedule (10 points)
- (7) Proposed Fee/Commissions (15 points)
- (8) Financial viability/stability (5 points)
- (9) Local Business Presence (10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

4.3 **Interviews:** may be conducted at the discretion of the City. Maximum 25 points (not included as part of the 110 point scale)

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least  recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

**Add Reference**

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		



**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**SOLICITATION NO** **PAX0106**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

**SOLICITATION NO.** PAX0106

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. PAX0106  
FOR

Audio Visual and Rigging Services

**State of Texas**

**County of Travis**

**The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

--

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
*(Please duplicate as needed)*

**SOLICITATION NO.**

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="Audio Visual and Rigging Services"/>
Contractor Name:	<input type="text"/>

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. PAX0106**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			



ATTACHMENT (A)  
ACCD Audio Visual Services Commissions  
FY 09 - FY 12

ACC 2009

FY 2009	Gross Revenue	12% Commission
October 08	53,512.85	6,421.54
November 08	158,704.07	19,044.49
December 08	72,612.00	8,713.44
January 09	338,402.18	40,608.26
February 09	300,953.27	36,114.39
March 09	335,529.61	40,263.55
April 09	231,471.97	27,776.64
May 09	211,491.05	25,378.93
June 09	218,880.57	26,265.67
July 09	160,883.58	19,306.03
August 09	105,318.76	12,638.25
September 09	63,756.45	7,650.77
	2,251,516.36	270,181.96

ACC 2011

FY 2011	Gross Revenue	12% Commission
October 10	220,797.99	26,495.76
November 10	267,077.33	32,049.29
December 10	62,264.33	7,471.72
January 11	96,711.08	11,605.33
February 11	481,366.08	57,763.93
March 11	407,951.15	49,291.97
April 11	664,226.87	79,551.83
May 11	171,538.94	20,584.68
June 11	224,502.95	26,940.35
July 11	177,261.83	21,271.42
August 11	138,119.50	16,574.34
September 11	34,176.23	4,101.15
	2,945,994.29	353,701.77

ACC 2010

FY 2010	Gross Revenue	12% Commission
October 09	83,853.95	10,062.47
November 09	231,882.35	27,825.88
December 09	140,178.95	16,821.47
January 10	37,336.54	4,480.38
February 10	357,332.96	42,879.96
March 10	309,799.35	37,175.92
April 10	202,584.53	24,310.14
May 10	140,767.96	16,892.16
June 10	177,789.14	21,334.70
July 10	98,484.12	11,818.09
August 10	288,023.53	34,562.82
September 10	79,473.47	9,536.82
	2,147,506.85	257,700.82

ACC 2012

FY 2012	Gross Revenue	12% Commission
October 11	700,217.25	84,026.07
November 11	307,951.83	36,954.22
December 11	52,470.79	6,296.49
January 12	61,972.33	7,436.68
February 12	301,698.00	36,203.76
March 12	508,279.99	60,993.60
April 12	194,007.00	23,280.84
May 12	274,636.00	32,956.32
June 12		0.00
July 12		0.00
August 12		0.00
September 12		0.00
	2,401,233.19	288,147.98

ATTACHMENT (B)  
Event Type and Attendance (ACCD and PEC)  
FY 09 - FY 12

ACC 2009

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	41	740	30,355
Consumer Show	14	13,357	187,000
Convention	43	3,369	144,866
Food & Beverage	8	856	6,850
Other	51	1,037	52,892
Trade Show	7	1,021	7,150
<b>TOTAL</b>	<b>164</b>	<b>2,617</b>	<b>429,113</b>

PEC 2009

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	25	1,321	33,025
Consumer Show	52	3,534	183,751
Convention	5	2,231	11,155
Food & Beverage	15	1,774	26,605
Other	11	2,107	23,175
Trade Show	8	3,578	28,620
<b>TOTAL</b>	<b>116</b>	<b>3,579</b>	<b>306,331</b>

ACC 2010

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	50	265	13,268
Consumer Show	14	9,786	137,000
Convention	36	2,974	107,047
Food & Beverage	14	695	9,730
Other	36	516	18,590
Trade Show	6	2,017	12,100
<b>TOTAL</b>	<b>156</b>	<b>1,909</b>	<b>297,735</b>

PEC 2010

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	24	1,097	26,333
Consumer Show	47	3,739	175,715
Convention	1	20,000	20,000
Food & Beverage	18	1,495	26,910
Other	18	2,767	49,810
Trade Show	4	1,530	6,120
<b>TOTAL</b>	<b>112</b>	<b>2,722</b>	<b>304,888</b>

ACC 2011

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	53	638	33,837
Consumer Show	11	9,045	99,500
Convention	36	5,787	208,330
Food & Beverage	13	527	6,850
Other	37	1,003	37,106
Trade Show	9	2,653	23,875
<b>TOTAL</b>	<b>159</b>	<b>2,575</b>	<b>409,498</b>

PEC 2011

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	39	506	19,725
Consumer Show	48	4,561	218,940
Convention	1	2,000	2,000
Food & Beverage	13	1,789	23,260
Other	74	3,717	275,045
Trade Show	4	1,250	5,000
<b>TOTAL</b>	<b>179</b>	<b>3,039</b>	<b>543,970</b>

ACC 2012 Tentative & Definite Combined

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	42	875	36,751
Consumer Show	18	9,761	175,700
Convention	39	7,869	306,885
Food & Beverage	10	620	6,204
Other	32	1,121	35,866
Trade Show	8	6,875	55,000
<b>TOTAL</b>	<b>149</b>	<b>4,137</b>	<b>616,406</b>

PEC 2012 Tentative & Definite Combined

Event Type	Events	Attendance	
		Average	Total
Conference/Meetings	44	407	17,926
Consumer Show	44	4,808	211,555
Convention	2	243	10,700
Food & Beverage	15	495	21,780
Other	69	6,008	264,350
Trade Show	3	102	4,500
<b>TOTAL</b>	<b>177</b>	<b>12,064</b>	<b>530,811</b>

Radisson  
Four Seasons



Willie Nelson  
Blvd.

Hampton Inn  
& Suites

3rd St.

Courtyard  
Marriott

ONE WAY>>>> Trinity Street ONE WAY>>>>

BUS LOADING/UNLOADING

BUS LOADING/UNLOADING

Cesar Chavez Street

CIRCLE DRIVE



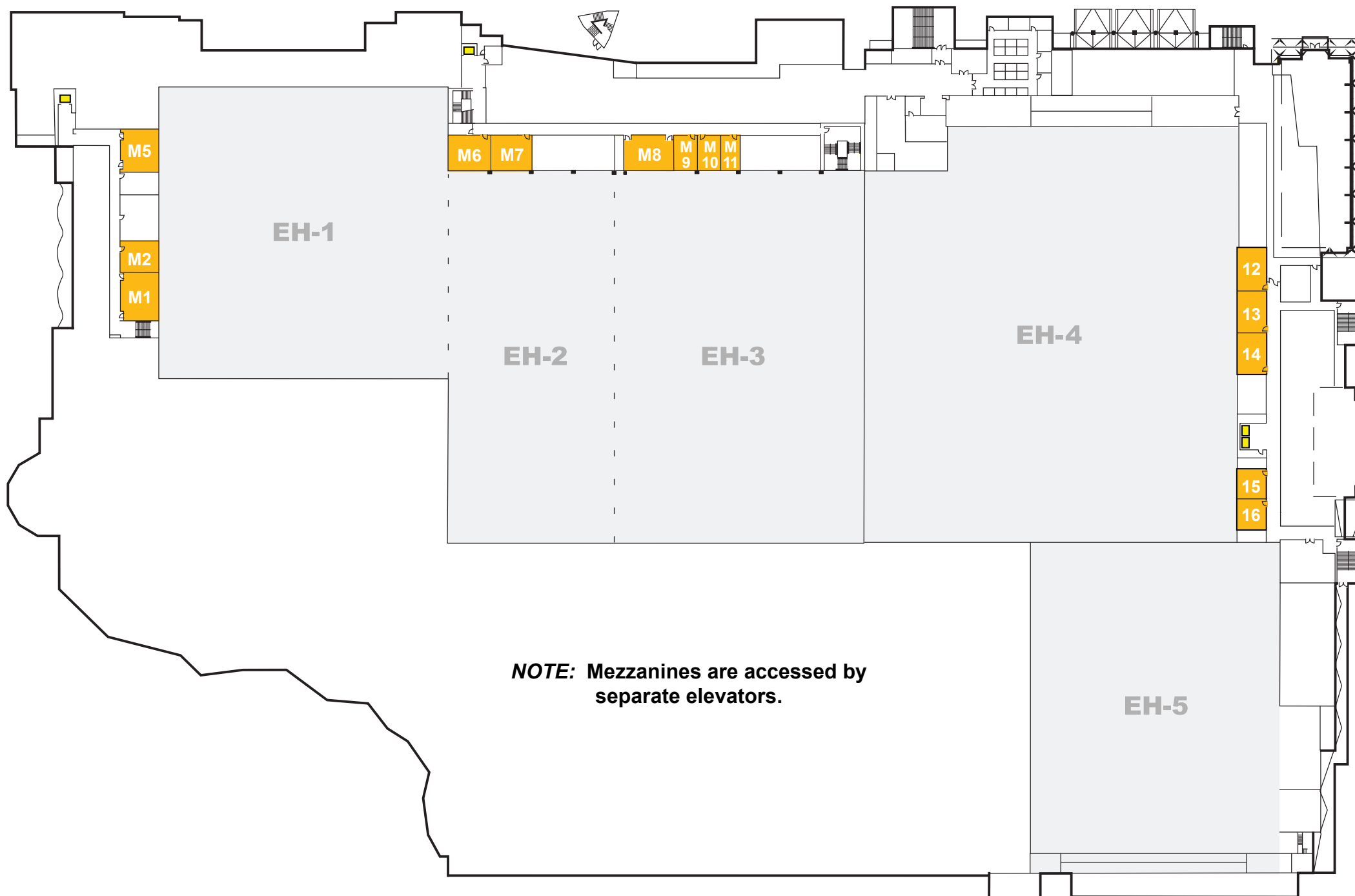
<<<< ONE WAY Fourth Street >>>> ONE WAY  
Fourth Street / Metro Rail Station

Nueces St.

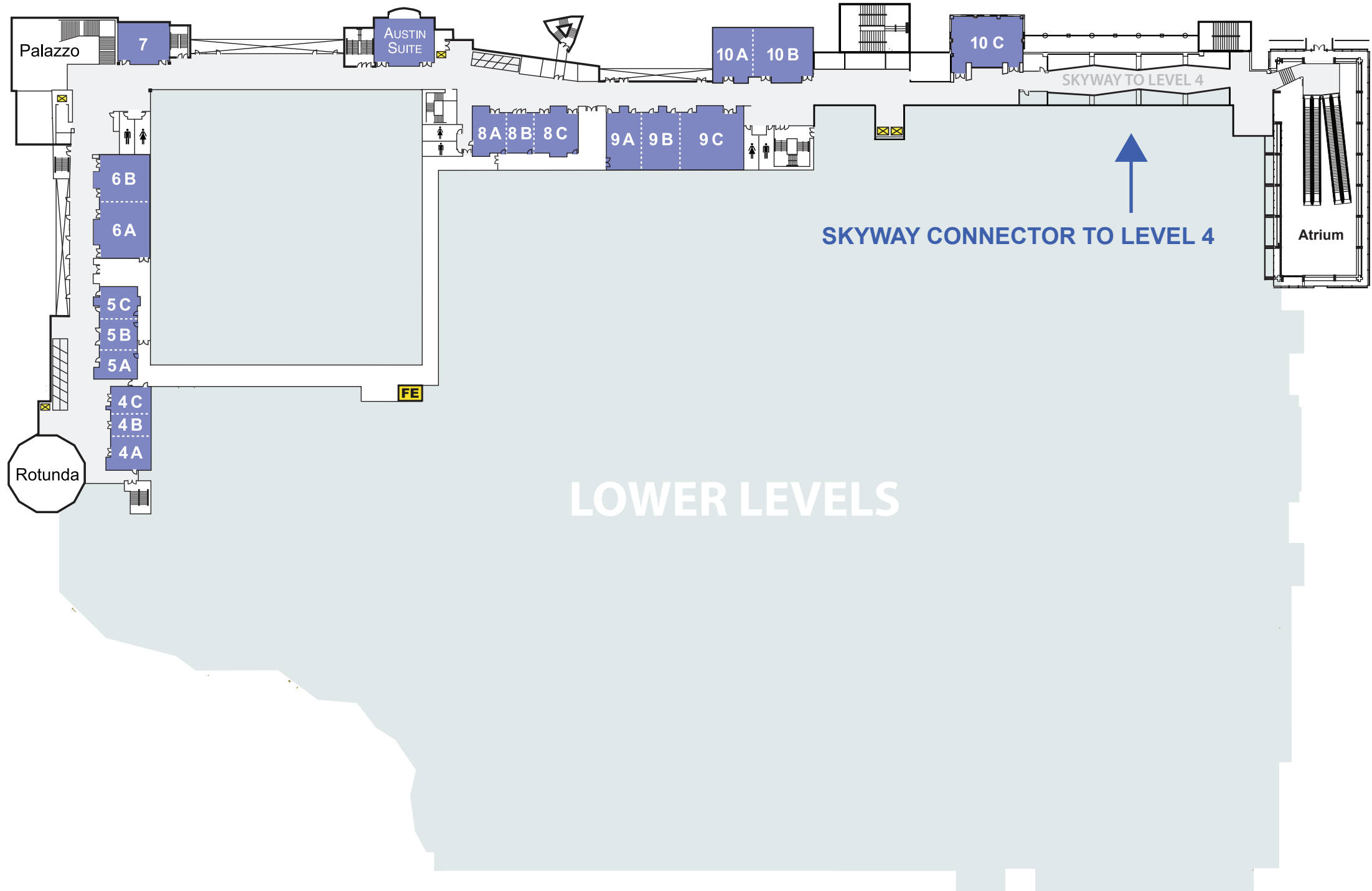
Hilton  
Austin

Red River Street

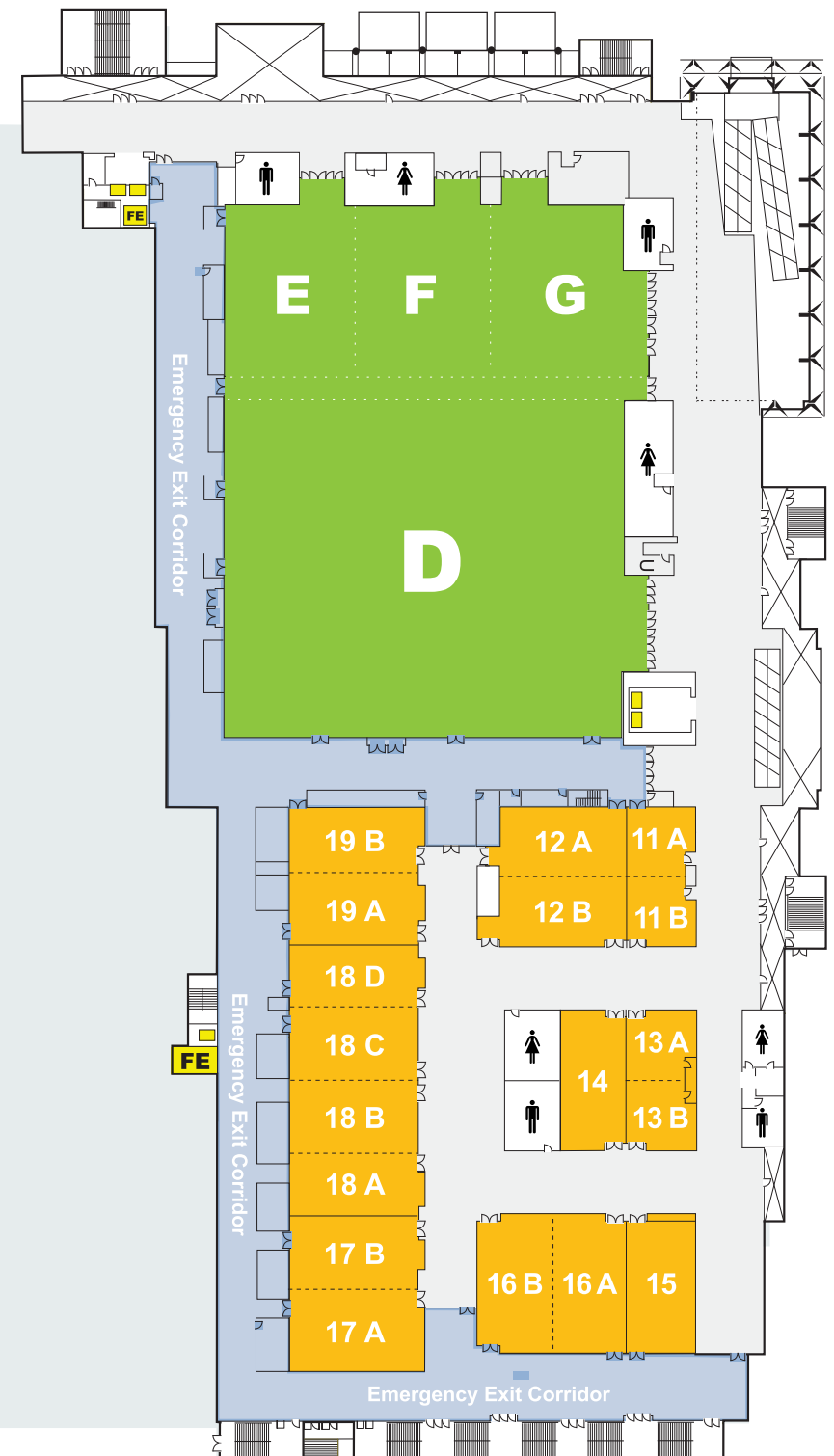








# LOWER LEVELS



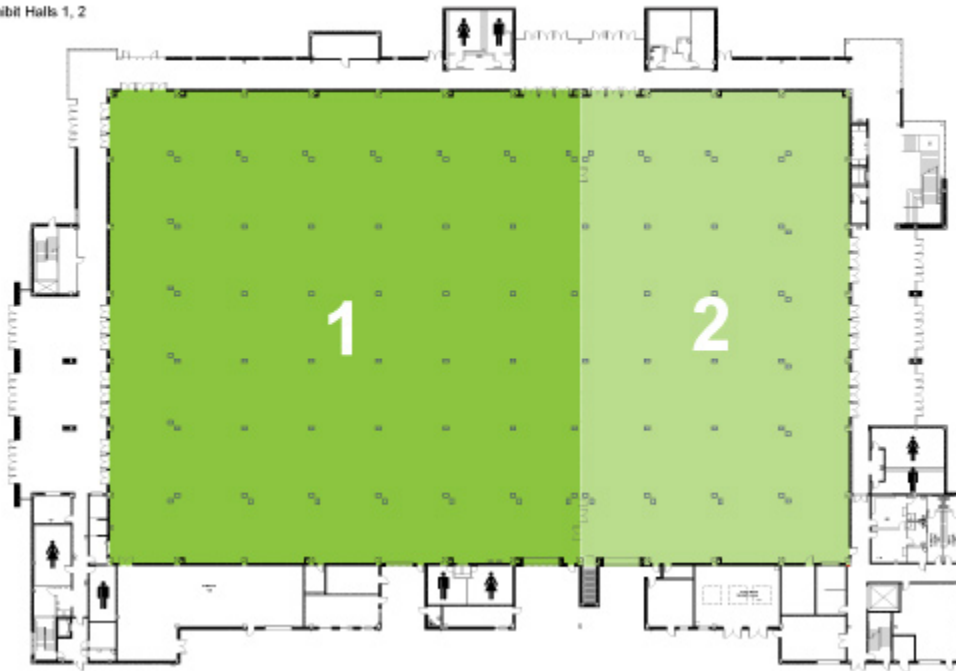
DIAGRAMS / FLOOR PLANS (Palmer Events Center)

ATTACHMENT (D)

Level 1 Exhibit Halls 1, 2

Palmer Events Center

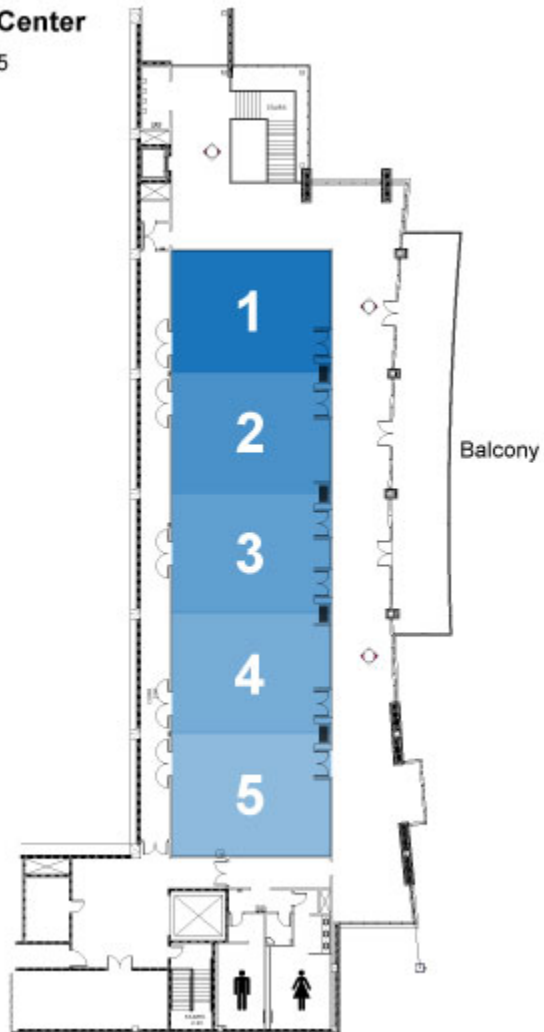
Exhibit Halls 1, 2



ATTACHMENT (D)

Level 2 Meeting Rooms 1 – 5

**Palmer Events Center**  
Meeting Rooms 1 – 5



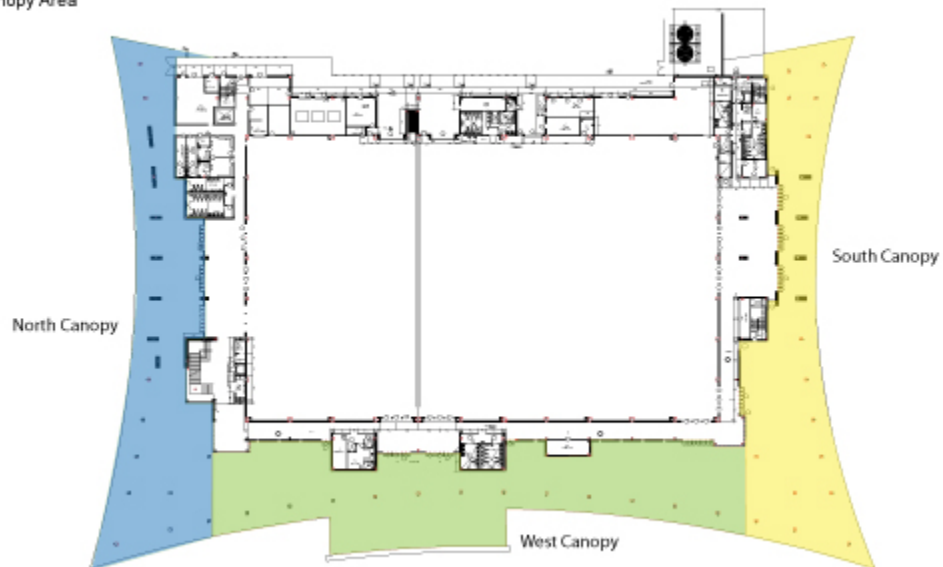


## ATTACHMENT (D)

### Level 1 Patio Canopy

#### Palmer Events Center

Canopy Area



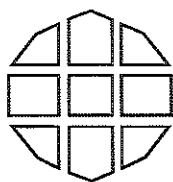
# ACCD

AUSTIN CONVENTION CENTER DEPARTMENT

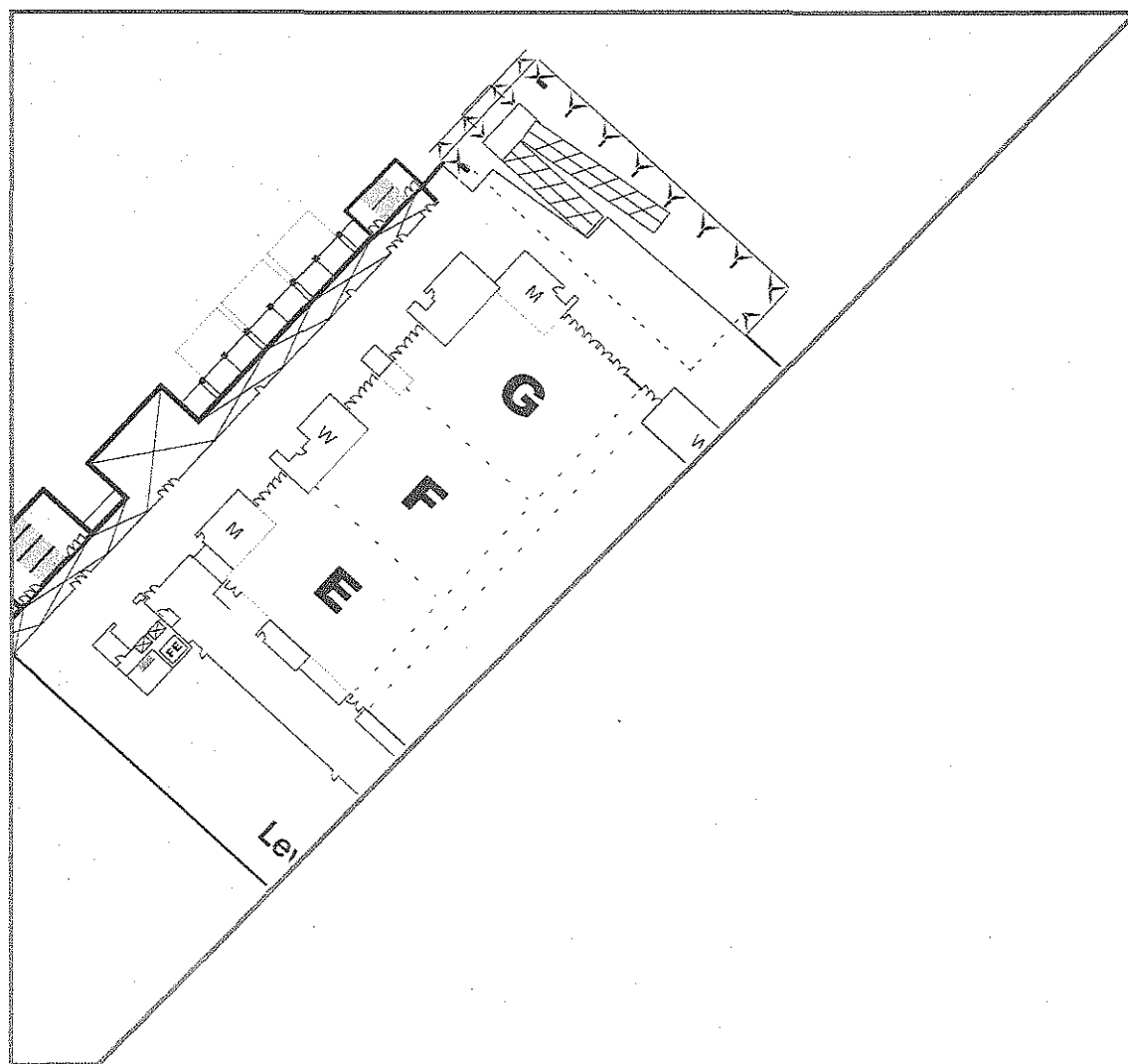
500 East Cesar Chavez Street

Austin, Texas 78701

[www.austinconventioncenter.com](http://www.austinconventioncenter.com)



## Rigging Guide



2006

# RiggingGuide

## AUSTIN CONVENTION CENTER RIGGING INFORMATION

Austin Convention Center Department (Department) must review and approve rigging activities in Department facilities.

The Department reserves the right to approve or deny rigging or hanging of equipment in Department facilities.

### I. REQUIREMENTS

Outside Decorator, Production or Audio Visual Company (Outside Contractor) may work in Department facility under the following circumstances:

1. Current CERTIFICATE OF INSURANCE AND LICENSE TO OPERATE is on file with the Austin Convention Center Department. Must be submitted to the Department sixty (60) days prior to the first contract event day.
2. Commercial general liability insurance with minimum combined single limit of \$1,000,000 per occurrence and a minimum \$1,000,000 including aggregate including products and completed operations and contractual liability coverage is required.
3. Fire legal liability must be included with limits of \$50,000.
4. Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 including owned, non-owned and hired coverage.
5. City of Austin must be listed as additional insured by the Certificate Holder.
6. The certificate must provide coverage for all risks including workers compensation.
7. Contractor must provide a Certificate of Insurance from a company with an A.M. Best rating of no less than a B+ and in good standing with the State Board of Insurance.
8. A signed copy of the Production and Audio Visual Regulations on file with the Department.
9. All Local, State, Federal, and Department codes, law, rules and regulations must be followed by Outside Contractor.
10. All connections to the building's power sources and sound system are handled by Department personnel only. The Outside Contractor is responsible for all such charges for connecting to and usage of the Department's power. UTILITY SERVICE (POWER AND SOUND) IS NOT A COMPLIMENTARY SERVICE OF THE AUSTIN CONVENTION CENTER DEPARTMENT. See Utility Order form for current rates.
11. The Department does not store equipment. Storage is the responsibility of the Outside Contractor. All Equipment (empty road cases, crates, etc.) must be loaded back onto the Outside Contractor trucks or stored off Department property.
12. The Outside Contractor must provide radio and wireless microphone frequencies to the Department prior to using equipment in or around the Department frequencies. If there is a conflict with the Departments frequencies, the Outside Contractor must make arrangements to utilize other frequencies.

13. The Outside Contractor is encouraged to provide a walkie-talkie to the Event Coordinator to establish direct link communication.
14. The Outside Contractor is responsible for all costs assessed to inspect or replace sprinkler heads or smoke sensors discharged prior to or during an event.

## **II. LOAD-IN/LOAD-OUT/INSTALLATION/DISMANTLING**

1. Ninety (90) days prior to the first contract day, the Outside Contractor must contact the Center Event Coordinator, to coordinate all load-in/out activity.
2. All Outside Contractor personnel must follow the Department Operational Policy. (Copy on website [www.austinconventioncenter.com](http://www.austinconventioncenter.com))
3. All equipment delivered to meeting rooms must be transported through service corridors and freight elevators. Equipment or road boxes transport is prohibited in public areas.
4. Platform dollies of the four-wheel type are permitted for material movement. Platform trucks may also be used provided they are not equipped with metal wheels. Two-wheel hand trucks are acceptable, but must be equipped with rubber wheels at least 8" in diameter.
5. Any material handling or set-up equipment required (including forklifts, ladders, scissor lifts and man lifts) must be supplied by the Outside Contractor.
6. Equipment such as backstage production/projection, risers/tables is the responsibility of the Outside Contractor. Department equipment may be requested. The request must accompany the plot plan.

## **III. PERSONNEL**

1. The Outside Contractor is responsible for hiring qualified personnel to set-up, operate and remove equipment. The Outside Contractor is responsible for the actions of any personnel hired by, retained, or associated with their staff.
2. Personnel working in the Department must have the needed training as required by OSHA. This may include, but is not limited to scaffold training, fall protection and aerial lift safety. A copy of the individual's training record must be provided to the Department upon request.
3. Personnel employed by the Outside Contractor, regardless of their craft, must wear a uniform shirt (excluding open body style) identifying the company they are working for. T-shirts are acceptable. Outside Contractor employee's clothing will be neat, reflecting an overall tidy appearance that conforms to the Department image.
4. The facility is a nonsmoking facility. Outside food and beverage is not allowed. Crew meals may be ordered through Aramark. **THIS IS NOT A COMPLIMENTARY SERVICE OF THE DEPARTMENT.** Food and beverage staged or stored in the public areas or service corridors of the Center is not available for Outside Contractor personnel unless consumption specifically ordered for such.
5. The possession or use of intoxicants on the Department property is prohibited, including, but not limited to, drinking alcoholic beverages. Possession or use of drugs is prohibited, other than medicine prescribed by the employee's physician. Violation will result in immediate removal of the individual from the premises and possible legal action.



6. Fighting, physical violence, creating a disturbance, horseplay, disorderly conduct, or the use of abusive language is a violation of Department policy and will result in immediate removal of the individual from the premises and possible legal action.
7. Theft, attempted theft, misappropriation of Department property or the aiding of such acts will result in immediate removal and possible criminal prosecution.
8. When job responsibilities require Outside Contractor employees access to the lobby / pre-function areas of the Center, they are to remain in that permitted area only. Wandering through the Center is not permitted.

#### **IV. RIGGING SPECIFICS**

1. All connections to the ceiling or roof supporting structure of the Center must be approved by the Department Rigging Coordinator.
  - a. All rigging must follow Facility specification and requirements.
2. Rigging plot plan shall be sent to the Department Event Coordinator. Plan requirements are listed below:
  - a. A to scale rigging plot plan, blue prints or engineer's certification (when requested). Plan must show booth outline with aisles marked for reference or stage location.
  - b. A to scale rigging plan must indicate the location of all hang points, the height from the floor to the bottom of suspended items, weight per hang point, a complete description of items, number of items, and position where the items are to be flown.
  - c. The Convention Center rigging shell may be requested sixty (60) days or more prior to the first contract date.
  - d. A to scaled rigging plan must be received thirty (30) days prior to the first contract day.
  - e. The Department Event Coordinator will pass all rigging information to the Department Rigging Coordinator for review and approval.
  - f. Complex rigging events may require additional review time.
  - g. Pre-event meetings may be required to review, coordinate and approve complex rigging plans.
  - h. The Department is not responsible for lost time or additional costs resulting from rigging modifications, adjustments, or changes required on site.
3. All hang point locations must be approved by the Department Rigging Coordinator and meet the following requirements.
  - a. No bridles, are permitted.
  - b. Only vertical deadhangs are permitted
  - c. Department approved hang points for the Exhibit Halls and Ballrooms are marked on the trusses.
  - d. Rigging is not permitted from the following
    - i. Fire sprinkler piping
    - ii. Natural gas piping
    - iii. Electrical conduits
    - iv. Water piping
    - v. Air wall tracks
    - vi. Vents, duct or lighting fixtures/tracks
    - vii. Wall sconces
    - viii. Wall paneling
    - ix. Open ended or unterminated trusses
    - x. Support hangers for any of the above

4. Exhibit Hall 1, 2, and 3 Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 2000 pounds dead hang at each bottom chord panel point.
5. Exhibit Halls 4 and 5 Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 1,500 pound dead hang at each bottom chord panel point.
6. Ballrooms A, B and C Hang Point Weight Limit
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 2000 pounds dead hang at each bottom chord panel point (east to west).
7. Ballrooms D, E, F, and G Hang Points Weight Limits
  - a. All rigging shall be dead hung. No bridles, are permitted.
  - b. 1,500 pounds dead hung at each hang point.
8. Interior Banners and Signs
  - a. Decorators may hang aisle or Exhibit Hall signs not to exceed 100 pounds per item without Department approval.
  - b. Cable hanging limits not to exceed 500 pounds per cable without Department approval.
  - c. All other rigging requires review by Department Rigging Coordinator. Approval is not provided without a to scale rigging plot plan.
  - d. Single point hanging signs must have a tie off line to prevent spinning and twisting of the cable.
  - e. Motorized signs or signs designed for rotation must be reviewed and approved in advance by Department Rigging Coordinator
  - f. The use of nails, staples, tacks, tape, etc. on walls, ceilings, or other Department equipment is strictly prohibited.
9. All equipment and materials flown must pass American Test and Standards Measurement guidelines and be OSHA approved. All Hardware used to rig must be approved and designed for that purpose. Hardware not acceptable in a weight bearing capacity includes, but is not limited to: carabiners, open weave straps, quick links, dog clips, French clips, snap clips, or brass fittings. The Department Rigging Coordinator has final approval of any hardware utilized in the facility.
10. All equipment, signs, products, etc. must be designed to allow for safe suspension. Care must be taken to use the appropriate RATED RIGGING HARDWARE. The manufacture of rigging hardware used for overhead suspension must be legally liable for it products within the Continental United States. Certification of annual inspection is required for all chain motors.
11. ONLY steel wire rope will be used above the suspended ceiling in Ballrooms A - C. Spansets are not allowed above the suspended ceiling.
12. A steel "safety" is required on each individual item suspended from the ceiling or any supporting structure or truss that is suspended from the ceiling. This includes suspended items utilizing a spanset.
13. Equipment once hung may not be moved to another position unless prior approval from Department Rigging Coordinator is obtained.

14. Items attached to the permanent ceiling structure must be a minimum of eight (8) feet above the floor.
15. Cables are not allowed to be run on the floor or swaged below the suspended ceiling in Ballrooms A-C. Cable bridges are required across exhibit hall and ballroom entrances.
16. Contact the Department Rigging Coordinator regarding how much cable to bring in order to achieve a desired location of control boards or other specific equipment.

## **V. SAFETY**

1. Safety First !
2. All equipment and safety equipment must be in good working order and inspected prior to use.
3. All rigging equipment and associated safety devices must be appropriately sized to safely handle the full load.
4. Adequate safety measures must be in place to warn and protect personnel from overhead work that is in progress.
5. A controlled access zone will be established below any rigging that is in process.
6. Signage will be placed on all entrances warning personnel that overhead rigging is taking place.
7. Ground personnel must be alert and verbally warn anyone entering into the work space of the overhead hazard.
8. All rigging work will cease until the work area is clear and safe to resume work.
9. Ground riggers are required when overhead rigging is occurring.
10. All rigging personnel must properly use appropriate safety equipment.

## **VI. EQUIPMENT**

1. Department equipment is reserved for Department use. Equipment can be requested by an Outside Contractor if not reserved for Department use.
2. Forklift, Sky Jack and Mark Lift operators must have verifiable certificate of training.
3. Certificate of training will be displayed when operating the Forklift, Sky Jack or Mark Lift.
4. Departmental approval is required when man lifts (Scissor lift and Genie lifts) are operated on permanently carpeted areas and must meet certain requirements and conditions.

# LEVEL 1 EXHIBIT HALLS 1-5

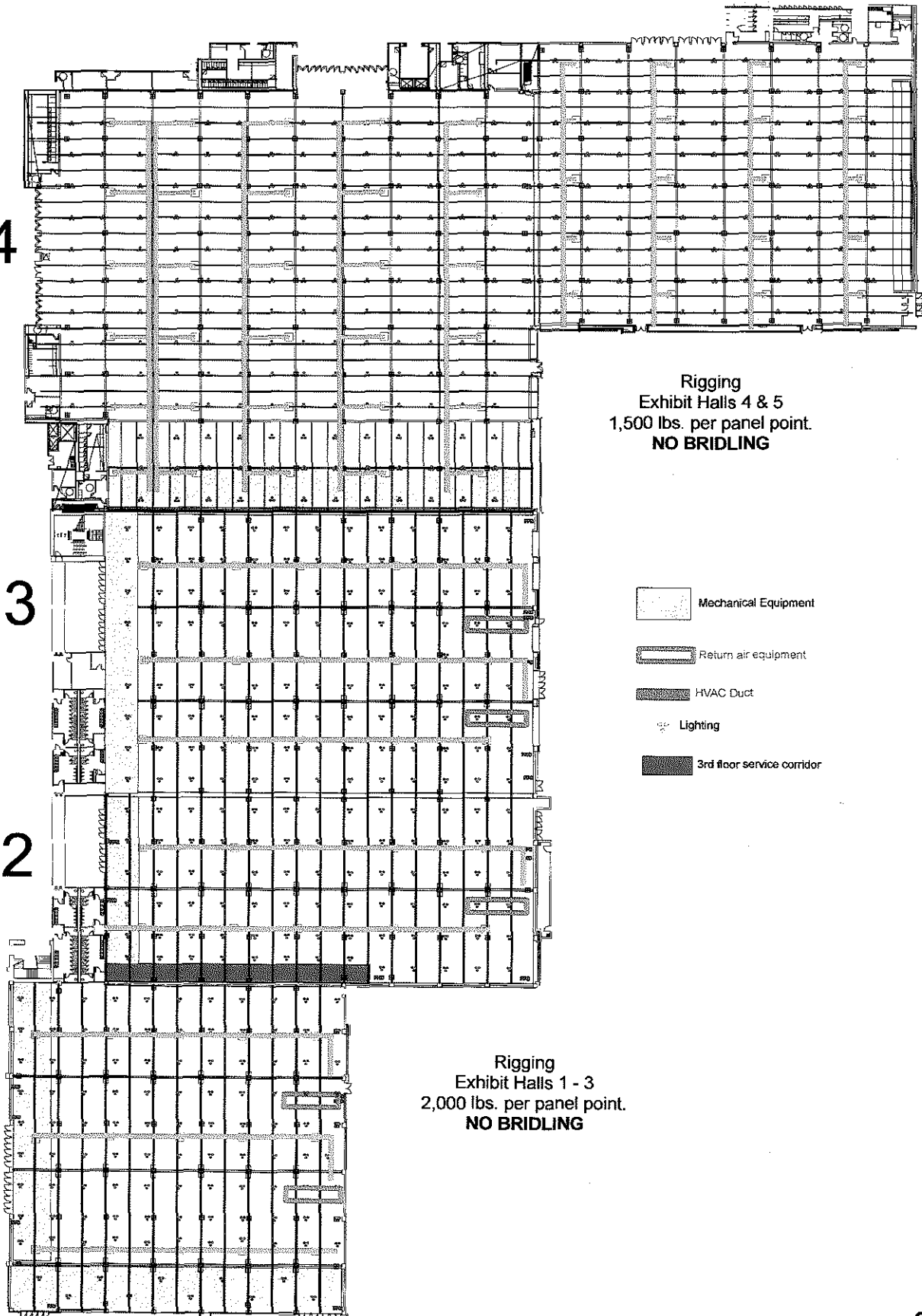
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4






3

2

1



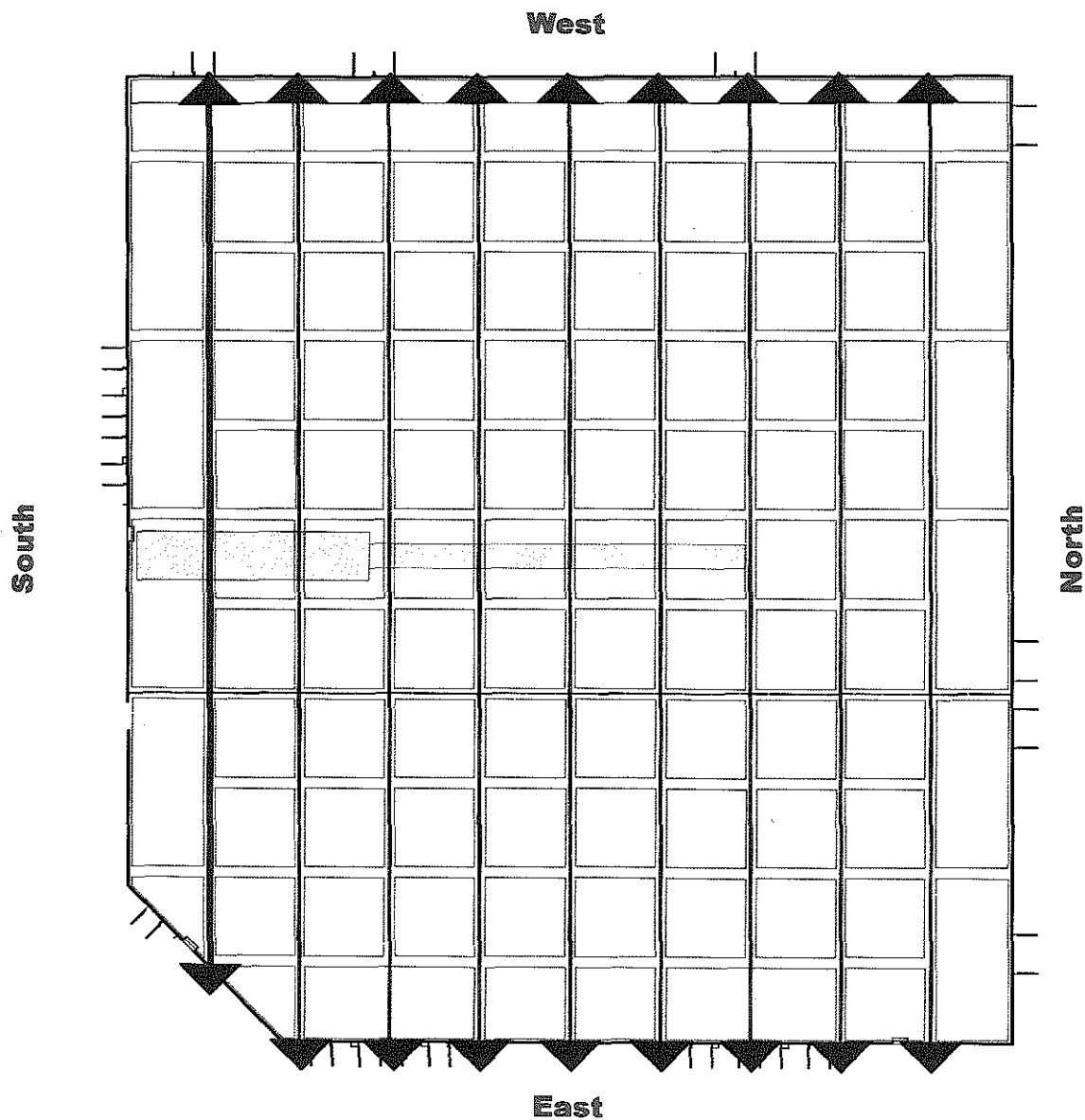
Rigging  
Exhibit Halls 4 & 5  
1,500 lbs. per panel point.  
**NO BRIDLING**


-  Mechanical Equipment
-  Return air equipment
-  HVAC Duct
-  Lighting
-  3rd floor service corridor

Rigging  
Exhibit Halls 1 - 3  
2,000 lbs. per panel point.  
**NO BRIDLING**

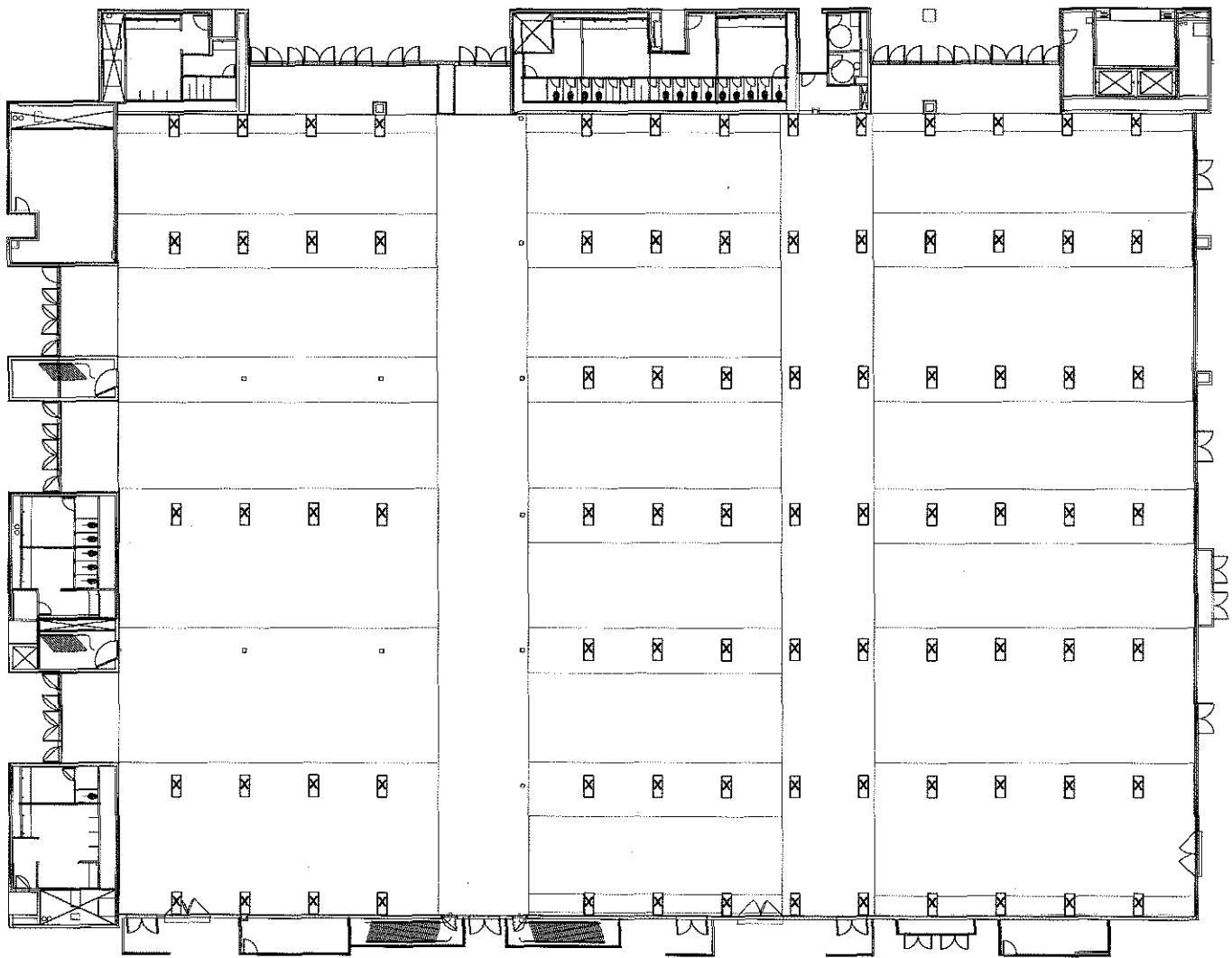


## LEVEL 1 BALLROOMS A-C

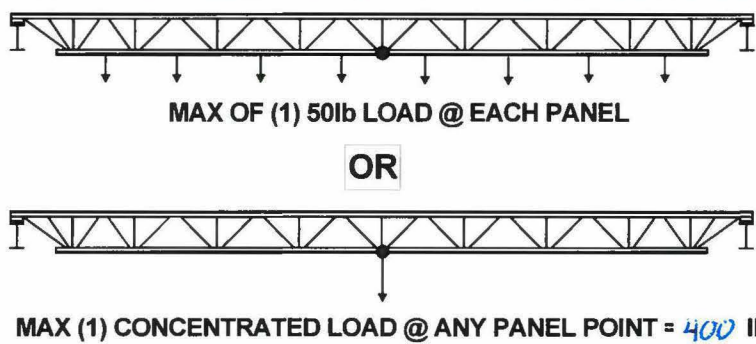
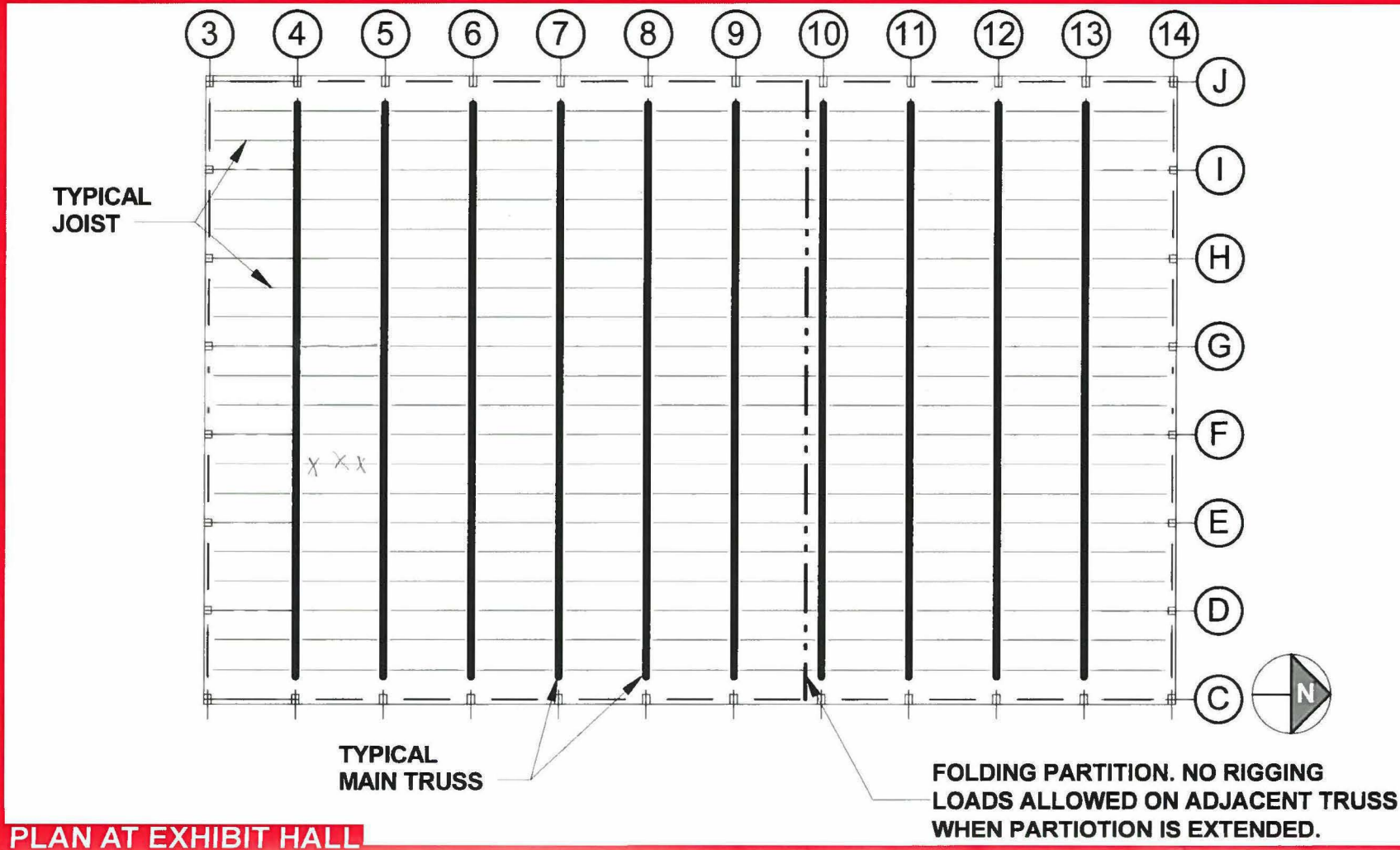


Rigging  
Ballrooms A - C  
2,000 lbs. per panel point.  
(East - West only )  
**NO BRIDLING**

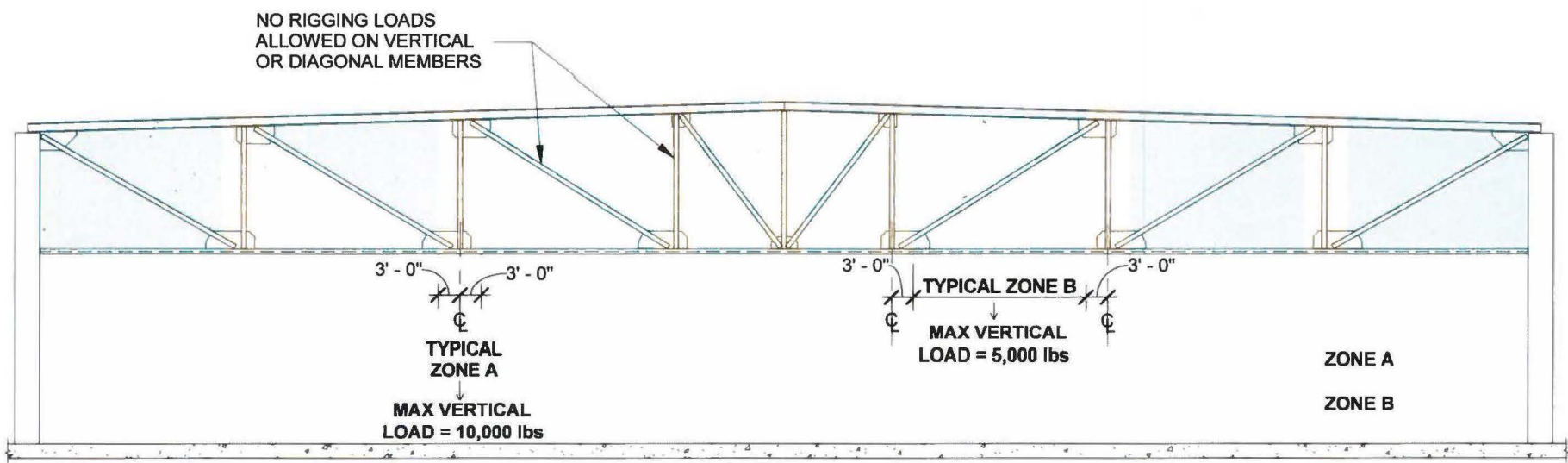
## LEVEL 4 BALLROOMS D-G



Rigging  
Ballrooms D - G  
1,500 lbs. per point (x)  
**NO BRIDLING**



TYPICAL JOIST



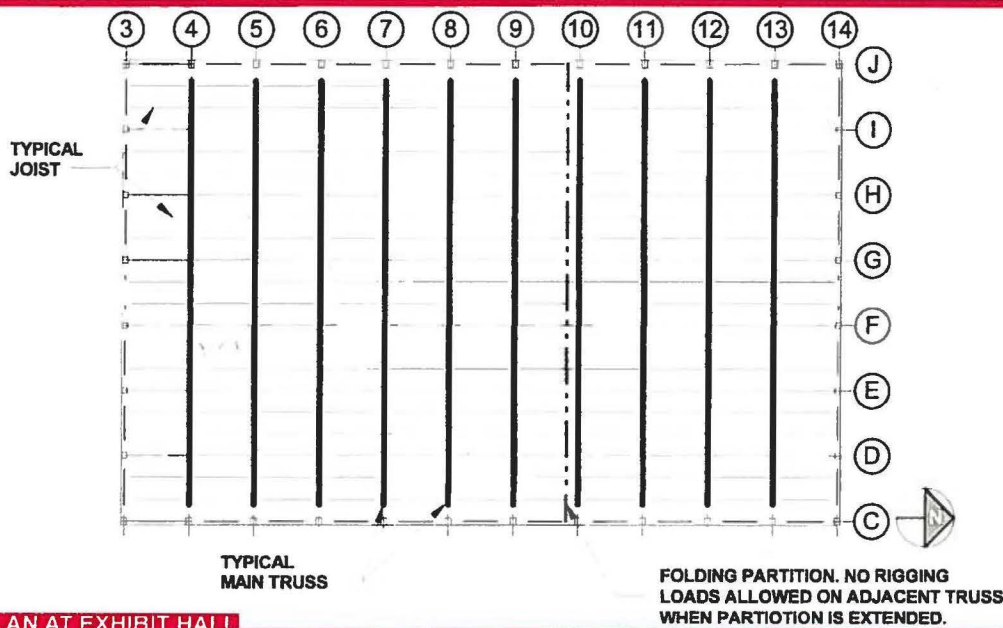
TYPICAL MAIN TRUSS RIGGING NOTES:

MAXIMUM TOTAL LOAD ON MAIN TRUSS = 20,000 lbs. SUBJECT TO THE FOLLOWING LIMITATIONS:

- A) TOTAL LOAD COMPRISED OF POINT LOADS EQUIVALENT TO 500 lbs/ft OVER A COMBINED LENGTH NO GREATER THAN 50'-0", SEE TABLE.
- B) MAXIMUM SINGLE POINT LOAD IN ZONE A = 4,000 lbs
- C) MAXIMUM SINGLE POINT LOAD IN ZONE B = 4,000 lbs
- D) TOTAL LOAD TO INCLUDE RIGGING LOADS FROM JOISTS.
- E) LOADS CAN BE HUNG FROM EITHER THE TOP CHORD OR BOTTOM CHORD
- F) BRIDLING IS NOT ALLOWED ON ANY PORTION OF A MAIN TRUSS OR JOIST.

TYPICAL MAIN TRUSS RIGGING LOAD TABLE:			
POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOADS
500 lbs	1ft	A&B	40
1000 lbs	2ft	A&B	20
1500 lbs	3ft	A&B	13
2000 lbs	4ft	A&B	10
2500 lbs	5ft	A&B	8
3000 lbs	6ft	A&B	6
3500 lbs	7ft	A&B	5
4000 lbs	8ft	A&B	5

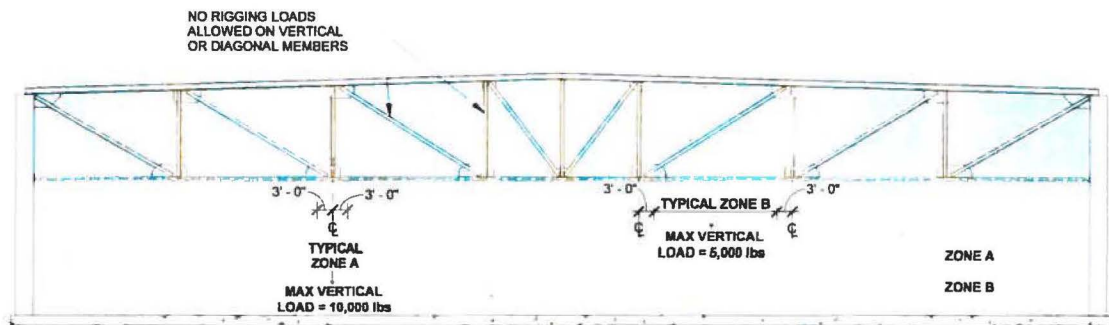
TYPICAL MAIN TRUSS



OR



#### TYPICAL JOIST



#### TYPICAL MAIN TRUSS RIGGING NOTES:

MAXIMUM TOTAL LOAD ON MAIN TRUSS = 20,000 lbs SUBJECT TO THE FOLLOWING LIMITATIONS:

- A) TOTAL LOAD COMPRISED OF POINT LOADS EQUIVALENT TO 500 lbs/ft OVER A COMBINED LENGTH NO GREATER THAN 50'-0", SEE TABLE.
- B) MAXIMUM SINGLE POINT LOAD IN ZONE A = 4,000 lbs
- C) MAXIMUM SINGLE POINT LOAD IN ZONE B = 4,000 lbs
- D) TOTAL LOAD TO INCLUDE RIGGING LOADS FROM JOISTS.
- E) LOADS CAN BE HUNG FROM EITHER THE TOP CHORD OR BOTTOM CHORD
- F) BRIDLING IS NOT ALLOWED ON ANY PORTION OF A MAIN TRUSS OR JOIST.

#### TYPICAL MAIN TRUSS RIGGING LOAD TABLE:

POINT LOAD	MIN. SPACING	ZONE	MAX. # OF LOADS
500 lbs	1ft	A&B	40
1000 lbs	2ft	A&B	20
1500 lbs	3ft	A&B	13
2000 lbs	4ft	A&B	10
2500 lbs	5ft	A&B	8
3000 lbs	6ft	A&B	6
3500 lbs	7ft	A&B	5
4000 lbs	8ft	A&B	5

#### TYPICAL MAIN TRUSS



## ATTACHMENT F

## Sample Monthly Report

[illegible]

**SCHEDULE OF REPORTS**

The following reports are required, and the list does not preclude the City from requiring other reports from the Contractor:

<u>Report Name</u>	<u>Frequency of Submittal to City</u>
Employee accident reports	Within 24 hours of occurrence
ACCD Equipment damage report	Within 24 hours of occurrence
Customer complaint summary	Weekly
Sales reports	Monthly
Commission reports	Monthly
Equipment maintenance reports	Monthly
Inventory reports	Bi-Annually
Audited financial statements	Annually

## Equipment

[illegible]

**Add Additional Sheets As Necessary**

**Personnel**

Name/Type of Personnel			Suggested Hourly Billing Rate
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Indicated any required work rules and/or regulations (e.g. overtime, minimum call times, breaks, etc.)

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**Add Additional Sheets As Necessary**



ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: \_\_\_\_\_

1.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
	Current Fee/Commission Structure		
	Average Age of Equipment		

2.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
	Current Fee/Commission Structure		
	Average Age of Equipment		

ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: \_\_\_\_\_

3.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
	Current Fee/Commission Structure		
	Average Age of Equipment		

4.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
		Year_____	Gross Revenue \$_____
	Current Fee/Commission Structure		
	Average Age of Equipment		

ATTACHMENT I  
Reference Sheet Addendum

Proposer's Name: \_\_\_\_\_

5.	Company Name (Facility Name)		
	Number of Years Operating in Facility		
	Service(s) Provided to Facility		
	Gross Revenue Previous Three (3) Fiscal Years	Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
		Year _____	Gross Revenue \$ _____
	Current Fee/Commission Structure		
	Average Age of Equipment		

**Competitive Commission Proposal**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Minimum Annual Fee paid to City	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Commission percentage on Audio Visual and Services	_____ %	_____ %	_____ %	_____ %	_____ %
Commission percentage on Rigging Services (including both personnel and equipment rentals)	_____ %	_____ %	_____ %	_____ %	_____ %
Commission percentage on any upcharges billed to ACCD Clients for the use of subcontracted services or equipment	_____ %	_____ %	_____ %	_____ %	_____ %
Discount offered to City as per Section 0500, 4.2.2 of RFP	_____ %	_____ %	_____ %	_____ %	_____ %