

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

**AUDIO/VISUAL EQUIPMENT RENTAL AND PRODUCTION
MANAGEMENT SERVICES AGREEMENT FOR THE
CITY OF MANSFIELD, TEXAS**

This Audio/Visual Equipment Rental and Production Management Services Agreement, hereinafter referred to as “Agreement” is entered into between the **City of Mansfield, Texas**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **Ryan Kyle McGinnis dba Emerald City Productions**, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR are each a “Party” and are collectively referred to herein as the “Parties”.

ARTICLE I.
SCOPE OF SERVICES

For and in consideration of the covenants herein contained, CONTRACTOR hereby agrees to provide audio/visual equipment rental and production management services in accordance with the Contract Documents as hereinafter defined. All services provided under the terms of this Agreement are to conform in every respect to the following documents:

- a. This Agreement;
- b. City of Mansfield Request for Proposal 2023-47-01-01 (“RFP”);
- c. City of Mansfield Purchase Order General Terms and Conditions (“Terms and Conditions”);
- d. CONTRACTOR’s Proposal in response to the RFP (“Proposal”).

All of the documents referred to in this Article are made a part hereof for all purposes as though each were written word for word herein; provided, however, that in the case of a conflict in the language of any of the documents listed above, priority of interpretation shall be given in the order listed above with this Agreement taking priority. All of the documents listed in this Article are hereinafter referred to collectively as the “Contract Documents”.

ARTICLE II.
PAYMENT FOR SERVICES

In consideration of the services to be performed by CONTRACTOR under the terms of this Agreement, CITY shall pay CONTRACTOR for services actually performed, a fee, not to exceed Four Hundred Twenty Two Thousand Two Hundred Thirty Dollars and 34/100 (\$422,230.34) as stated in the Proposal, unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in the Proposal and if not shown, then upon mutually agreed upon rates, if applicable. Nothing contained in this Agreement shall require CITY to pay for any work that is unsatisfactory as reasonably determined by CITY or which is not submitted in compliance with the terms of this Agreement. CITY will not be required to make any payments to CONTRACTOR when CONTRACTOR is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONTRACTOR is in default, including the right to bring legal action for damages or for specific performance under this Agreement.

Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

ARTICLE III.
CHARACTER AND EXTENT OF SERVICES

CONTRACTOR, and its employees or associates, jointly shall perform all the services under this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by competent members of the same profession currently performing services under the same or similar circumstances. CONTRACTOR represents that all its employees who perform services under this Agreement shall be qualified and competent to perform the services described in the Proposal.

ARTICLE IV.
TERM

The term of this Agreement shall begin on the last date of execution of this Agreement and shall continue for a period of three (3) years and will terminate on September 30, 2026, unless otherwise terminated under the provisions of this Agreement. CONTRACTOR understands and agrees that time is of material consideration and that all services must be performed as indicated in the Contract Documents.

ARTICLE V.
TERMINATION

This Agreement may be terminated at any time by CITY or CONTRACTOR, in whole or in part, without cause, upon sixty (60) days prior written notice. Upon receipt of written notice of termination, CONTRACTOR shall immediately discontinue all services and shall immediately terminate placing orders or entering into contracts in furtherance of the services to be provided under the Contract Documents. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed but not paid for under this Agreement to the date of termination. CITY shall then pay CONTRACTOR the accrued and unpaid services to the date of termination in accordance with the Contract Documents; to the extent the services are approved by CITY.

ARTICLE VI.
INSURANCE

- A. CONTRACTOR shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth in the RFP. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under the RFP and such insurance has been approved by CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.
- B. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance, if applicable;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change/reduction in limits in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Agreement concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONTRACTOR, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by CONTRACTOR. The CITY's decision thereon shall be final.
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. CONTRACTOR agrees to the following:
1. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to this Agreement and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against CITY for payment of any premiums, or assessments for any

deductible, as all such premiums are the sole responsibility and risk of CONTRACTOR;

3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR (or any subcontractors) shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONTRACTOR from liability;
4. No special payments shall be made for any insurance that CONTRACTOR and subcontractors, if any, are required to carry; all are included in the compensation of this Agreement; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Agreement during the effective period.

ARTICLE VII. **MONIES WITHHELD**

When CITY has reasonable grounds for believing that:

- A. CONTRACTOR will be unable to perform the services under this Agreement fully and satisfactorily within the time fixed for performance; or
- B. A claim exists against CONTRACTOR or CITY arising out of the negligence of the CONTRACTOR or the CONTRACTOR's breach of any provision of this Agreement; then CITY may withhold payment of any amount otherwise due and payable to CONTRACTOR under this Agreement. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to CONTRACTOR, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY's failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts rightly withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE VIII. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by CONTRACTOR's breach of any of the terms or provisions of this Agreement, or by any other negligent act or omission of CONTRACTOR, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; and in the event of joint and concurrent negligence of both CONTRACTOR and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any

governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE IX.
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:	City of Mansfield Attn.: Angie Henley 1164 Matlock Road Mansfield, Texas 76063 (817) 728-3386
If intended for Contractor, to:	Ryan Kyle McGinnis dba Emerald City Productions Attn: Ryan Kyle McGinnis 131 Gay St. Arlington, TX 76010 214-597-7599

ARTICLE X.
NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Agreement, CONTRACTOR shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XI.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Agreement and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE XII.
INDEPENDENT CONTRACTOR

CONTRACTOR covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and the exclusive right to control the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondent superior shall not apply as between

CITY and CONTRACTOR, its officers, agents, employees, contractors, and subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

ARTICLE XIII.
ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties.

ARTICLE XIV.
HEADINGS

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

ARTICLE XV.
NON-WAIVER

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

ARTICLE XVI.
REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

ARTICLE XVII.
CONSTRUCTION OF AGREEMENT

Both Parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

ARTICLE XVIII.
NO THIRD-PARTY BENEFICIARY

For purposes of this Agreement, including its intended operation and effect, the Parties (CITY and CONTRACTOR) specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONTRACTOR or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONTRACTOR.

EXECUTED this the __ day of _____ 2023, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by CONTRACTOR, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Troy Lestina, Deputy City Manager/CFO

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“CONTRACTOR”
Ryan Kyle McGinnis dba Emerald City Productions

By: _____
Ryan Kyle McGinnis, Owner

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Troy Lestina, Deputy City Manager/CFO of the City of Mansfield.

Notary Public in and for the State of Texas

CONTRACTOR

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Ryan Kyle McGinnis, owner of Ryan Kyle McGinnis dba Emerald City Productions.

Notary Public in and for the State of Texas



REQUEST FOR PROPOSALS

2023-47-01-01

AUDIO VISUAL EQUIPMENT RENTAL AND PRODUCTION MANAGEMENT SERVICES

FOR
CITY OF MANSFIELD SPECIAL EVENTS FY2024-FY2026

RFP SCHEDULE SUMMARY

August 11, 2023 August 18, 2023	Newspaper Legal Advertising for RFP
August 21, 2023 - 10am <u>or</u> August 24, 2023 -10am	Mandatory Pre-Submittal Meeting
August 28, 2023 - 12:00pm	Final Questions Submitted
September 1, 2023 – 2:00pm	Due Date & Opening of of Proposals
	September 1-8, 2023 Review of Proposals and Production Company Interviews
September 11, 2023	Begin Negotiation with Top Ranked Production Companies
Late September - October, 2023	Approval of AV event contract for FY 24-26

This schedule is preliminary and may be modified at the discretion of the City.

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REQUEST FOR PROPOSALS

The City of Mansfield, Texas is seeking a qualified Production Company to provide audio visual equipment rental and stage production services for all City of Mansfield special events in FY24, FY25, and FY26. The City of Mansfield seeks to contract one primary production company for all events and up to two secondary production companies who may step in if the primary company is unavailable or otherwise unable to provide all the required services for each event.

The City of Mansfield is soliciting proposals for the herein described services for the purpose defined in this document. By responding to this request, the offeror agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

The City reserves the right to waive any informality in submittals received, deemed to be in the best interest of the City. No officer or employee of the City of Mansfield shall have a financial interest, direct or indirect, in any contract with the City of Mansfield.

PROJECT INFORMATION

The City of Mansfield currently produces 9-12 events each year encompassing 16-20 days. We have several events that are annually recurring and we anticipate them continuing throughout the life of the contract, we have others that may shift or change from year to year. At a minimum, each event requires basic stage, sound and lighting equipment as well as technical stage production management services. Events take place in a few locations around Mansfield. Some are more extensive and complex than others and may also require rental of stages, screens, projectors, backline or other equipment additions. As appropriate, we request the production company to assist with hanging signage and sponsor banners from the stage(s). The full list of events with general dates and technical requirements is listed below in the scope of work.

The City of Mansfield intends to award one primary contract and up to two secondary contracts to the most qualified production companies. All contracts will cover all events for a three year period. Since exact events and dates may change from year to year and technical requirements may vary based on specific performers' needs each year, secondary contractors will be called if the primary contractor is unable to fulfill some or all needed production requirements for any given event.

SCOPE OF WORK

We are seeking comprehensive, turn-key stage production services for all of our City of Mansfield special events in the FY24, FY25 and FY26 fiscal years. A listing with dates for the next three years for our most consistent events is included on page 12. Many of our events take place fully or partially at our outdoor amphitheater facility, The LOT Downtown. The LOT has an in-house speaker system that should be used, but in most cases supplemented with additional equipment. The system must be flown and operated by the Production Company for events in that venue. More detailed information can be found in the Tech Package for The LOT included as part of this packet, starting on page 13.

Other venues include Mansfield's Big League Dreams Sports Complex at 500 S. Heritage Parkway for our Mansfield Rocks Independence Day celebration, and Walnut and Oak Streets in Historic Downtown for our Music Alley Festival. These locations will require additional equipment detailed below, however site maps on pages 17 & 18 are also included to best understand layout requirements. The mandatory pre-submittal meeting will take place at The LOT Downtown and will provide an opportunity to tour the space, explore our existing equipment, and tour spaces for other downtown events.

Although events may change from year to year, details for our current annual events are below and requirements generally consist of the following:

Event #1

Title: Haunt The Block

Date: Third Thursday in October

Time: 5-8pm

Duration: 3 hours. Set-up and break-down directly before and after the event. Possibility of load-in the day prior.

Location: The LOT Downtown, 110 S. Main Street Mansfield, TX 76063. Event will also take place throughout downtown, but production services will only be needed at The LOT.

Technical Requirements:

- PA system for announcements with the ability to play background music. May use our in-house system, but it is not required.
- Provide background music throughout event as needed
- Stage light package to visually enhance the facility on live TV.
- No backline and no performances anticipated.

Additional Details: Power on-site in several spots around the stage and on the rear wall near Main Street. Multiple 120V outlets available. See The LOT Tech Package on page 13 for additional details.

Event #2

Title: Veterans Parade

Date: The Saturday before or after Veterans Day

Time: 10am-12pm

Duration: 2-hour event with set-up directly before and tear-down directly following the event

Location: South Main Street directly in front of The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- 4 speakers - two on each side of performance area
- Choir mics to support 25-40 singers
- 2 Handheld microphones for speech and announcements
- Ability to plug in accompaniment/backing tracks or background music before event
- A small platform set up on the sidewalk will serve as the stage/performance area. This will be provided by the city.

Additional Details: Power on-site in planters on the street or inside The LOT on the wall near the street. Multiple 120V outlets available. Audience seating is fairly close to the performance area.

Event #3

Title: Hometown Holidays

Date: First Friday in December, then up to 5 other dates in December and early January (mostly Fridays, although depending on where Christmas and New Year's Day fall, dates may shift

slightly around those weeks to accommodate the holidays). For the 2023 holiday season dates are Dec 1, 8, 15, 19, 28 and January 5.

Time: 5-9pm each week

Duration: 4-hour event with set-up directly before and tear-down directly following the event each week. Some equipment could be left installed, or stored on-site from week to week if deemed appropriate

Location: The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- Hang and operate the in-house sound system.
- Supplement sound system as needed for movies and live performances. Likely a mix of live dance, music, and theatrical groups that will vary annually as well as movie showings most weeks
- 30ft wide screen for movie showings
- Flown, front projector
- Stage lighting for live performances
- Ability to plug in accompaniment/backing tracks or background music
- An HDMI connection in the tech area long enough to reach the projector.

Additional Details: Power on-site in several spots around the stage and on the rear wall near Main Street. Multiple 120V outlets available. See The LOT Tech Package on page 13 for additional details.

Event #4

Title: Mansfield Venues, Vendors & Vibes

Date: The last Saturday in February

Time: 10am-2pm

Duration: 4-hour event with set-up directly before and tear-down directly following the event

Location: The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- Up to 4 live bands/musicians and 4 DJs will share the stage. This may include small ensembles that might provide background music (like a string quartet or harpist) to full dance and party bands.
- Hang and operate the in-house sound system. Supplement as needed.
- No stage lighting required.
- Ability to plug in accompaniment/backing tracks or background music before event

Additional Details: Power on-site in several spots around the stage and on the rear wall near Main Street. Multiple 120V outlets available. See The LOT Tech Package on page 13 for additional details.

Event #5

Title: Arts Week

Date: A long weekend (Friday-Monday) in March. Usually the 2nd or 3rd weekend. Always the first weekend of spring break.

Time: Varies day-to day. Friday is an evening event. Saturday and Sunday are most of the day and evening. Monday is 10am-2pm.

Duration: Varies day-to-day. Anticipate 6-10 hours each day. Set-up can be done directly before the first event or the day before and left in place for the duration of the 4-day event. Tear-down can happen directly after the event or the following day.

Location: The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- Hang and operate the in-house sound system. Supplement as needed.
- Stage lights and sound required for live musical performances. No backline required.

- Groups may be as large as a small orchestra.
- Ability to plug in accompaniment/backing tracks or background music before event or allow a DJ to connect his system

Additional Details: Power on-site in several spots around the stage and on the rear wall near Main Street. Multiple 120V outlets available. See The LOT Tech Package on page 13 for additional details.

Event #6

Title: Music Alley

Date: April 6, 2024, but usually the last Saturday in April

Time: 4-10pm

Duration: 6-hour event. Set-up and tear-down happen the day of the event. Expect a 12-15 hour work day.

Location: Historic Downtown Mansfield, including Walnut and Oak Streets and The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- 4 performance areas, including The LOT Downtown.
- Hang and operate the in-house sound system at The LOT. Supplement as needed.
- Provide stage lighting and backline for live musical performances at The LOT.
- Provide a rental stage at least 20'x24' with necessary generator, power distribution and cable ramps for a performance area on Oak Street.
- Full stage lights, sound and backline package for the Oak Street stage
- Provide a small sound system and necessary generator for plugging in backing tracks on the Walnut parking lot performance area.
- Technical staff for all three performance areas

Additional Details: See festival map included as part of this packet on page 17 and The LOT Tech Package on page 13 for additional details.

Event #7

Title: Juneteenth

Date: Saturday before or after Juneteenth

Time: 4-9pm

Duration: 5 hours. Set-up and break-down directly before and after the event. Possibility of load-in the day prior.

Location: The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- Hang and operate the in-house sound system. Supplement as needed.
- Stage lights, sound and backline required for live musical performances. The event only runs about 30 minutes beyond sunset, so only a basic lighting package is needed to ensure the stage doesn't get too dark.
- Ability to plug in accompaniment/backing tracks or background music before event or allow a DJ to connect his system

Additional Details: Power on-site in several spots around the stage and on the rear wall near Main Street. Multiple 120V outlets available. See The LOT Tech Package on page 13 for additional details.

Event #8

Title: Mansfield Rocks

Date: July 3rd

Time: 6-10pm

Duration: 4 hours. Set-up and break-down are the same day, directly before and after the

event.

Location: Big League Dreams, 500 S. Heritage Parkway, Mansfield, TX 76063

Technical Requirements:

- Provide a rental stage at least 20'x24' with necessary generator, power distribution and cable ramps
- Provide full stage light and sound package and management. No backline required.
- Performance consists of a live band (usually 5-12 members) before the fireworks, and a pre-recorded music track to coincide with the fireworks display.

Additional Details: See map of Big League Dreams included as part of this packet on page 18 and The LOT Tech Package on page 13 for additional details.

Event #9

Title: Sabores y Colores Hispanic Heritage Festival

Date: The Sunday closest to September 16th.

Time: 1-6pm

Duration: 5 hours. Set-up and break-down directly before and after the event. Possibility of load-in the day prior.

Location: The LOT Downtown, 110 S. Main Street Mansfield, TX 76063

Technical Requirements:

- Hang and operate the in-house sound system. Supplement as needed.
- As this is a daytime event, no lighting is required. No backline required.
- Performance usually consists of 2 bands and sometimes a small dance group.
- Ability to plug in accompaniment/backing tracks or background music before event or allow a DJ to connect his system

Additional Details: Power on-site in several spots around the stage and on the rear wall near Main Street. Multiple 120V outlets available. See The LOT Tech Package on page 13 for additional details.

Events #10-12

In addition to the events listed above, we may add up to three additional events throughout the year. More than likely, these will be single day events that take place at The LOT Downtown. We expect these events to vary greatly in their length and performance types, but they may require:

- Hanging and operation of the in-house sound system. Supplement as needed.
- Full stage light package
- Backline
- 30ft screen for movie showings
- Flown front projector
- Ability to plug in accompaniment/backing tracks or background music before event or allow a DJ to connect his system
- A mix of live bands, dance groups, movies, or theatrical productions with basic lighting and relatively small cast
- Up to a 6 hour event and 12 hour work day

ADVERTISEMENT

REQUEST FOR AUDIO VISUAL EQUIPMENT RENTAL AND PRODUCTION MANAGEMENT SERVICES PROPOSALS NO. 2023-47-01-01

It is the intent of the City of Mansfield, Texas to select a Production Company to provide audio visual equipment rental and stage production services for all City of Mansfield special events each year. Services will be required intermittently throughout the year as outlined in the scope of work, and a three year contract will be signed.

RFP documents will be posted on the City of Mansfield website under “bid postings”: <https://www.mansfieldtexas.gov/Bids.aspx> or a paper copy of the RFP documents may be picked up at the City Secretary’s Office at 1200 E. Broad Street, Mansfield, Texas, 76063 or downloaded from **Civcastusa.com**

Questions about this RFP should be submitted through [civcastusa.com](https://www.civcastusa.com).

<https://www.civcastusa.com/>

Search Bid ID#: 2023-47-01-01 or the Project Name

Any other questions regarding the bid not submitted via CivCastUSA must be addressed to the project manager:

Angie Henley

Special Events Supervisor

angie.henley@mansfieldtexas.gov

All questions must be submitted either via CivCastUSA or to the project manager by no later than August 28, 2023 at 12pm. An addendum addressing all questions will be issued following the deadline.

It is the respondent’s responsibility to ensure that they have secured and thoroughly reviewed all aspects of the RFP documents prior to submitting proposals. Any revisions or clarifications to be incorporated into this document will be confirmed in writing as an addendum prior to the due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated.

All addendums will become part of the RFP document and must be acknowledged on the Submittal Checklist/Table of Contents (form 2) included in your proposal.

Sealed proposals (four hard copies and one electronic copy) will be received by the City of Mansfield, Texas on or before **2:00 p.m. on September 1, 2023** in the City Secretary’s Office, 1200 E Broad Street, Mansfield Texas 76063. Clearly mark **“Proposal – Special Events Stage Production”**. Proposals will be publicly opened and the name of the production company will be read aloud on, **September 1, 2023 at 2:00 p.m.**

The City reserves the right to reject any and all proposals, or accept any combination of proposals deemed advantageous to it.

Published in the Fort Worth Star Telegram

First Publication: **August 11, 2023**

Last Publication: **August 18, 2023**

SUBMISSION INSTRUCTIONS

A. Submission due date and location:

Friday, September 1, 2023 by 2:00pm CST

City of Mansfield
City Secretary's Office
1200 E Broad St.
Mansfield, TX 76063

- B. Any submission not prepared and received in accordance with provisions stated herein, will be considered a non-responsive submission, and any or all of the submissions may be rejected.
- C. Submit one (1) original and three (3) copies of your Proposal along with all required forms as listed in this request. An electronic copy must also be submitted in flash drive format.
- D. Formatting for your Proposal shall include the following information in the sequence and format prescribed. Each response shall be submitted as outlined in this section.
- E. Any submission made should be visually appealing as it will be presented to the City Council as well as the public.
- F. All costs incurred in the preparation of a proposal and participation in this RFP and negotiation process shall be borne by the proposing companies.

Section 1: Company Information (limit to 7 pages maximum)

- a) Submittal Cover/Signature Sheet (Form #1) – respondent must complete and sign this form. The Submittal Cover/Signature Sheet must be signed by a person, or persons, authorized to bind the entity, or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- b) Submittal Checklist (Form #2) – Respondent shall complete this form which is to be used as the Table of Contents for submittal
- c) General Questionnaire (Form #3)
- d) Felony Conviction Notification (Form #4) must be completed to include any of the principals of any of the companies involved in this submittal.
- e) Conflict of Interest Questionnaire

Section 2: General Company History/Qualifications: (limit to 6 pages maximum)

- a) A brief history of the Production Company and the services routinely provided in-house on similar projects.
- b) Any specific areas of expertise, special certifications, recognitions, or other qualifications specific to this project.

Section 3: Financial and Legal Status: (limit to 8 pages maximum)

- a) Describe the general financial capability of the Respondent and attach a current financial statement and balance sheet.
- b) List any actions taken by any regulatory agency against or involving the company or its agents or employees with respect to any work performed.
- c) Insurance coverage as required by the City of Mansfield, outlined in the included insurance requirements (page 19).
- d) Jurisdictions and trade categories in which your organization is legally qualified to do business (*please indicate registration or license numbers*)

Section 4: Experience and References: (limit to 10 pages maximum)

- a) Discussion of the Production Company's experience in working with government agencies
- b) List of at least five (5) comparable (ongoing or completed) projects performed for government agencies or arts and event venues and organizations, including references. Lead with most recent projects and those completed in Texas. For each, please provide:
 - i. Project name and location
 - ii. Year completed
 - iii. Short description of project and whether it was completed fully
 - iv. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project.
 - v. Project costs and whether or not it was within project budget
 - vii. Deliverables for each project

Section 5: Project Proposal & Pricing

- 1) For each event
 - a) Provide an itemized list of equipment you intend to use for each event. Include any necessary additional charges (such as load-in / load-out labor and vehicle usage).
 - b) Outline the personnel you will use to staff each event. Include general job descriptions.
 - c) Identify the project manager and onsite personnel. Identify any subcontractors that you propose to use.
 - d) Provide any additional information regarding project management, equipment storage, maintenance, substitutions, quality and cost control, or other information related to the proposed services.
- 2) Provide a summary of total cost for each event in FY24, FY25 and FY26

SELECTION PROCESS & EVALUATION CRITERIA

The procurement of these stage production services will be in accordance with applicable federal, state and local laws, regulations, and procedures. The City of Mansfield reserves the right to reject any and all proposals. The final selection, if any, will be that company which, in the opinion of the city, best meets the requirements set forth in this RFP and is determined to provide the best overall value to the city.

RFP pre-submittal meetings will be held at The LOT Downtown (110 S. Main Street, Mansfield, TX 76063) on August 21, 2023 and August 24, 2023 at 10:00 AM.

At these meetings, city staff will discuss the scope of work, general project requirements, and respond to questions from the attendees. **It is MANDATORY that interested submitting production companies attend ONE of the pre-submittal meetings.** Inquiries regarding the project scope outside of this pre-submittal meeting must be directed to the city via CivCastUSA.

<https://www.civcastusa.com/>

Search Bid ID#: 2023-47-01-01 or the Project Name

Any other questions regarding the bid not submitted via CivCastUSA must be addressed to the project manager:

Angie Henley

angie.henley@mansfieldtexas.gov

On-Site meeting - Pre-submittal walkthroughs will be held immediately following each pre-submittal meeting to allow interested submitting companies to view the sites, existing equipment, and have access to operators for questions.

After submission of proposals closing date, each properly submitted Proposal will be reviewed, evaluated and ranked by the City, based on the following evaluation criteria:

- 1. Key equipment, personnel, and services provided**
- 2. Experience & Qualifications**
- 3. Cost**

COMPANY INFORMATION AND LEGAL AND FINANCIAL STATUS OUTLINED IN THE "SUBMISSION INSTRUCTIONS" SECTION MUST BE SUBMITTED OR COMPANY WILL BE DISQUALIFIED AND THE CONTENT WILL NOT BE SCORED.

Companies may be required to provide additional materials, responses to additional follow up questions, attend an interview, or provide examples of the professional quality of the company's previous work for similar projects. If required, additional material or interviews will be requested in writing.

At the conclusion of the evaluation process, the city may enter into negotiations with one or more companies and execute a contract upon completion of negotiation of fees and contract terms for final approval.

Final approval of a selected respondent is subject to the action of the Mansfield City Council.

Event Dates FY24-FY26

	2023	2024	2025	2026
Veteran's Day	November 11	November 9	November 8	
Hometown Holidays	December 1	December 6	December 5	
Music Alley		April 6	April 26	April 25
Juneteenth		June 15	June 14	June 13
Mansfield Rocks		July 3	July 3	July 3

The LOT - Tech Package

Location

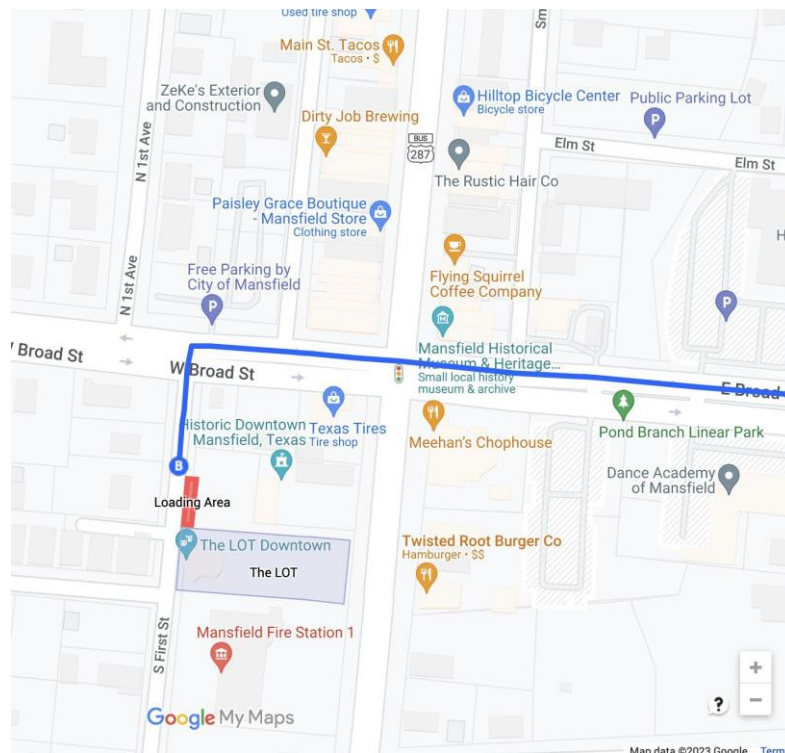
The LOT is located at 110 S Main St in the Historic Downtown Mansfield, Texas. It is on the southeast corner of the intersection of Main and Broad Streets. It backs up onto a residential neighborhood and sits next to a fire station. It is an outdoor venue with lawn-style seating.

A restaurant complex lies directly across Main Street that includes Twisted Root Burger, By The Horns Brewing, and Meehan's Chop House.

Public parking is available nearby on Main Street or in the parking lot at Broad and Walnut Streets (one block away).

Loading / Unloading

The loading zone is along First Street (one block west of Main) and can be seen highlighted in red in the image below. Please note that this is near a residential area and blocking traffic should be kept to a minimum. Also note that there is no loading dock at this venue as the stage is nearly at ground level



Venue

Seating Dimensions

80' (w) x 170' (d)

Seating Capacity

1900 lawn-style (GA)

Stage

40' x 40' semi-circular

Green Rooms

Two green rooms each with separate restroom

Technical Information

House Sound System

Description

The house sound system consists of two arrays of 6 RCF HDL20-A cabinets with 3 RCF 8005-AS subwoofers per side in a cardioid configuration. All equipment is stored when not in use with all rigging and cabling intact (caster bases are included).

The arrays are flown prior to events with chain motors permanently installed at the top of each tower and subwoofers are ground-stacked below them.

The house console (Midas M32) may be used along with any other related gear, but this is at the discretion of the engineer / production company as the drive lines are analog.

NOTES

Due to the rigging point being centered with the tower on both axes, the lower array elements become obstructed by the towers. This leaves a gap in coverage from the front of the stage to roughly 20 feet back in the audience area. The use of front-fills is recommended (the venue does not currently have any available).

Components

- Mains
 - 12 RCF HDL20-A line array cabinets
 - 6 RCF 8005-AS subwoofers
 - 1 DBX DriveRackPA2
- FOH
 - 1 Midas M32
 - 2 Behringer SD16 (16x8) stage boxes
 - 1 Behringer X32 Rack
 - 2 Sennheiser ew300 G3 - ("A" Band)
- Stage / Loose Inventory
 - 5 AKG P170
 - 6 Sennheiser e904
 - 2 AKG C214
 - 6 Shure SM58
 - 3 Shure SM57
 - 1 Audix D6
 - 2 Radial ProD2
 - 2 Radial J48
 - 2 Radial ProDI
 - 3 Livewire SPDI

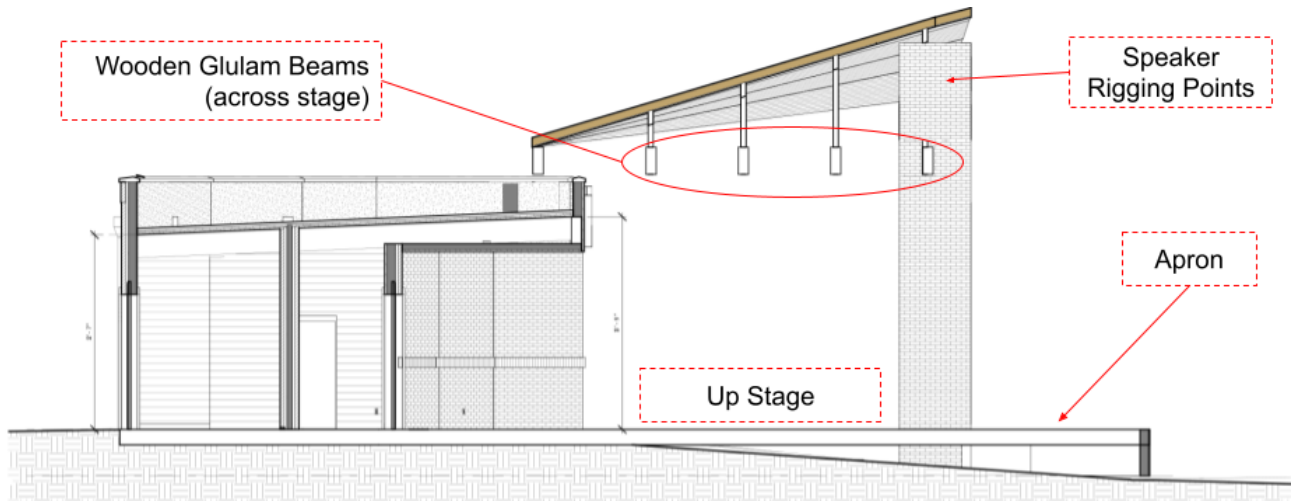
Lighting / Rigging

Generally speaking, we recommend production companies bring in a complete set of lighting/rigging appropriate for the planned performance.

The roof above the stage is limited in terms of its load-bearing capacity (see drawing below). The facility's technical staff will be on hand at the mandatory pre-submittal meetings to answer questions and provide more details.

Power Availability

- Arrays and subs have dedicated power in the stage-left and stage-right wall panels (L21-30)
- 3 120v 20A receptacles available stage-left and stage-right (6 total)
- 2 120v 20A GFCI receptacles located upstage on either side
- 1 30-amp 3-phase (120/208-volt) receptacle is available upstage-right (5-pin NEMA L21-30 locking receptacle)
- 4 120v 20A duplex receptacles on beams above the stage (2 downstage, 2 upstage)



Music Alley Festival Stage Access Map (Event #6)

Music Alley



-  Stage
-  Route to set up

Oak Street Stage
The Lot Stage
Street Stage

Mansfield Rocks Map
Big League Dreams



Entrance to where the stage goes for Mansfield Rocks.

Mansfield Rocks Stage Access Map (Event #8)

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this contract by the City, the successful bidder shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

SECTION C. Subject to the contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation & Employers Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
b. Independent Contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
h. Underground hazard (Delete if not working below grade)	
I. Explosion and collapse hazard	
3. Comprehensive automobile Liability insurance, including coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
a. Owned/leased vehicles	
b. Non-owned vehicles	
c. Hired vehicles	

**CITY OF MANSFIELD
FORM 1
SUBMITTAL COVER / SIGNATURE SHEET**

ISSUE DATE: August 11, 2023
DATE OF CLOSING: September 1, 2023
TIME OF CLOSING: 2:00 PM CST Late submittals will not accepted

SUBMIT TO:
 City of Mansfield
 City Secretary's Office
 1200 E Broad
 Mansfield, TX 76063

Request for Proposals Title:
 Audio Visual Equipment Rental and Production Management Services for City of
 Mansfield Special Events FY2024-FY2026
 RFP# 2023-47-01-01

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Production Company:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone:	Alternate Phone:
E-Mail:	Fax Number:
<p>I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, information contained in this submittal reflects accurately data regarding my organization/firm, work to be performed, and estimates of planned/delivered services. By signing this cover sheet, the undersigned agrees that, if awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Submittal and during the Solicitation process.</p> <p>The undersigned certifies that he/she is authorized to bind the organization. All provisions in Respondent's submittal, shall remain valid for 120 days following the deadline date for submissions or, if Respondent is awarded a contract, throughout the entire term of the contract.</p>	

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

FORM 2

SUBMITTAL CHECKLIST AND TABLE OF CONTENTS

The materials and information listed on this checklist shall be submitted as part of the submittal. Failure to submit any of the requested materials or provide adequate explanation may eliminate the submittal from consideration.

Materials shall be included in the submittal in the order outlined on the checklist. Identify the corresponding page numbers in the space provided.

Page No.	Form No.	Form Title
	Form 1	Submittal Cover/Signature Sheet
	Form 2	Submittal Checklist (Table of Contents)
	Form 3	General Questionnaire
	Form 4	Felony Conviction Notification
	CIQ	Conflict of Interest Form – <u>must be filled out completely and signed</u>
		Section 2 – General Company History/Qualifications
		Section 3 – Financial and Legal Status
		Section 4 – Experience and References
		Section 5 – Project Proposal and Pricing

Initial next to each addendum that has been received and reviewed
(Note: the number of Addendums listed here does not necessarily reflect the number for this particular RFP)

- _____ Addendum No. 1
- _____ Addendum No. 2
- _____ Addendum No. 3
- _____ Addendum No. 4
- _____ Other Addendums, list numbers: _____

FORM 3

GENERAL QUESTIONNAIRE

1. **Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in Item 1 for each Co-Respondent by attaching additional pages to this form.)

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

Principal Address: _____

City: _____

State: _____ Zip Code: _____

Telephone #: _____ Fax No: _____

E-mail address: _____

Number of years business has been involved in construction at its current capacity: _____

List here any other names under which Respondent has operated within the last 10 years (*add space as needed*)

2. **Business Structure:** Indicate the business structure of the Respondent

_____ Individual or Sole Proprietorship. If selected, list Assumed Name, if any:

_____ Partnership _____

_____ Corporation If selected, indicate one: _____ For-Profit _____ Nonprofit

Also, indicate one: _____ Domestic _____ Foreign

_____ Other If checked, list business structure: _____

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

_____ Yes _____ No

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

_____ Yes _____ No If "Yes", list authorizations/licenses _____

Where is the Respondent's corporate headquarters located? _____

Does the Respondent have an office located in the DFW Metroplex?

_____ Yes _____ No If "Yes", respond to **a.** and **b.** below

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

Years _____ Months _____

b. State the number of full-time employees located at the local office: _____

4. **Firm's Availability:** When can firm start work? _____

Are there any concurrent commitments that would impede progress on this project, i.e. other jobs?

_____ Yes _____ No If yes, describe:

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

_____ Yes _____ No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

_____ Yes _____ No

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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

_____Yes _____No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

8. **LITIGATION DISCLOSURE: Failure to disclose, fully and truthfully, the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.**

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

_____Yes _____No

B. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Mansfield or any other Federal, State or Local Government, or Private Entity?

_____Yes _____No

C. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Mansfield or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

_____Yes _____No

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

FELONY CONVICTION NOTIFICATION

Note: The Statement of Affirmation must be notarized

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge.”

PLEASE CHECK a, b, or c

a. ___ firm is a publicly held corporation; therefore, this reporting requirement is not applicable

b. ___ firm is not owned or operated by anyone who has been convicted of a felony

c. ___ firm is owned or operated by the following individual(s) who has/have been convicted of a felony *(fill in next 2 blanks below)*

Name of Felon(s) _____

Details of Conviction(s) _____

SIGN BELOW

Offeror's Name _____

Position/Title _____

Offeror's Signature _____

Date _____

Subscribed and sworn to me on this
_____ day of _____, 2019

Notary Public _____

My Commission expires on _____

**CITY OF MANSFIELD PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

Vendors providing goods or services to the City of Mansfield (herein "City") acknowledge that by (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder, they agree to comply with and accept the following terms and conditions without qualifications. These Terms and Conditions along with the purchase order shall constitute a contract between the Vendor and City. Should a formal or separate contract be executed between City and Vendor, the terms of the separate written agreement shall prevail over those listed here.

1. **VALIDATION:** This is a valid Purchase Order (PO) only when a PO number appears in the space provided and is signed by the designated purchasing officer.
2. **FUNDING:** Vendor recognizes that the continuation of any PO during and or after the close of any given fiscal year of City, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of City providing for or covering such PO item as an operating expenditure therein. The City does not represent that said budget item will be adopted, or remain as adopted, as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the PO term, the PO will terminate and become null and void. Vendor acknowledges and agrees that it will have no recourse against City for its failure to appropriate funds for the purposes of this PO in any fiscal year other than the year in which this PO was executed.
3. **PACKAGING OF DELIVERABLES:** Vendor will package goods 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 agreed upon in writing. The Vendor shall bear cost of packaging. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **TITLE AND RISK OF LOSS:** For goods to be provided by Vendor's hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and, if applicable, upon the installation of such goods, testing of the goods, and determination that goods are in good and acceptable working order.
5. **F.O.B. DELIVERY:** All products offered shall be F.O.B. final destination, with all transportation and delivery charges to be prepaid by the Vendor. The City does not accept C.O.D. or collect shipments. The agreed upon price shall include all charges, including delivery, installation, and set-up fees. When articles are sold "Freight Allowed" and City' PO so confirms, Vendor shall prepay shipping charges and record prepaid charges as a separate item on invoice. It is understood that title of the merchandise appearing on this PO will not pass until the merchandise is accepted at the delivery destination and must be shipped exactly as ordered. All packaging, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Vendor at no additional cost to the City.
6. **DELIVERY:** Exact address of delivery will be specified on the PO and shall be designated at the sole discretion of City
 - a. The delivery shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, to a City owned property unless otherwise expressed in writing by the City.
 - b. The delivery shall be made, and articles shall be placed inside the building or designated rooms at no additional charge.
7. **NO PLACEMENT OF DEFECTIVE PRODUCT:** Every delivery of goods must fully comply with all provisions of this PO as to time of delivery, quality and quantity. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Vendor may notify City of its intention to cure and may then make a conforming tender within the contract time allotted but not afterward.
8. **INVOICES AND PAYMENTS:** Payment Terms are Net 30 and City shall make payment in accordance with Chapter 2251 of the Texas Government Code. Vendor shall submit separate invoices on each PO after each delivery. Invoices shall indicate the PO number. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Mansfield, ATTN: Purchasing Department, 1200 E. Broad Street, Mansfield, Texas 76063. Payment shall not be due until the above instruments are submitted as required herein, after delivery. Vendors should keep the Purchasing Department advised of any changes in their remittance addresses.
9. **WARRANTY OF PRICE:**
 - a. The price to be paid by City shall be that agreed to in writing, which Vendor warrants to be no higher than Vendor's current prices on orders for products of the kind and specification covered by the PO for similar quantities under similar or like conditions and methods of purchase.
 - b. In addition to any other remedy available, City may deduct from any amounts owed to Vendor, or otherwise recover, any amounts paid for items in excess of the Vendor's current prices on orders by others for like goods under similar terms of purchase, or in the alternative, City may cancel this PO without liability to the Vendor for breach or Vendor's actual expense.
 - c. Pricing from Interlocal and Cooperative purchasing agreements may be considered.
10. **WARRANTY OF TITLE:** Vendor warrants that it has good and defeasible title to all goods and deliverables furnished under this PO, and that said deliverable and goods are free and clear of all liens, claims, security interests and encumbrances. Vendor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
11. **WARRANTY OF GOODS:**
 - a. Vendor warrants and represents that all goods sold to City under this PO shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the PO, to any samples furnished by the Vendor, to the terms, covenants and conditions of this PO, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in this PO or separate contract, the goods shall be new and not used or reconditioned.
 - b. Vendor may not limit, exclude, or disclaim this foregoing warranty or any warranty implied by law; any attempt to do so shall be without force or effect.

- c. Unless otherwise specified, the warranty period shall be at least one (1) year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, the Vendor shall promptly upon receipt of demand either repair the non-conforming goods or replace the non-conforming goods with fully conforming goods, 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 Vendor. City shall endeavor to give the Vendor 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 Vendor is unable or unwilling to repair or replace defective or non-goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under this PO from the Vendor and purchase conforming goods from other sources. In such an event, the Vendor shall pay to City upon demand the increased cost, if any, incurred by City to procure such goods from another source.
 - e. If the Vendor is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, the Vendor shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, the Vendor shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
- 12. WARRANTY OF SERVICES:**
- a. Vendor warrants and represents that all services to be provided to City shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, covenants and conditions of this PO and all applicable State, Federal or local laws, rules, and regulations.
 - b. Vendor may not limit, exclude, or disclaim this foregoing warranty or any warranty implied by law; any attempt to do so shall be without force or effect.
 - c. Unless otherwise specified, the warranty period shall be at least one (1) year from the last date services have been paid for under this PO. If during the warranty period, one or more of the above warranties are breached, the Vendor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City. All costs incidental to such performance shall be borne exclusively by the Vendor. City shall endeavor to give the Vendor 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 Vendor is unable or unwilling to perform its services with the above standard as required by City, then in addition to any other available remedy, City may reduce the amount of services it may be required to purchase under this PO from the Vendor and purchase conforming services from other sources. In such event, the Vendor shall pay to City upon demand the increased cost, if any, incurred by City to procure such services from another source.
- 13. NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** As part of this PO, Vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this PO will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification, contained in this PO will not give rise to such a claim, and in no event shall City be liable to Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, it will notify City to this effect in writing within two weeks after receipt of this PO. If City does not receive notice and is subsequently held liable for the infringement or the like, Vendor will indemnify and hold City harmless. If Vendor in good faith ascertains that production of the goods in accordance with the specifications herein will result in infringement or the like, this PO shall be null and void except that City will pay Vendor the reasonable cost of his search as to infringements.
- 14. RIGHT OF INSPECTION AND REJECTION:** City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before acceptance. City reserves the right to reject or refuse acceptance of goods which are defective or not in accordance with City's instructions, specifications, drawings and date, or Vendor's warranties (expressed or implied). Goods not accepted will be returned to Vendor at Vendor's risk and expense. Payment for any goods shall not be deemed an acceptance thereof and shall be refunded to the City in the event Vendor cannot fulfill an acceptable order.
- 15. CANCELLATION:** City shall have the right to cancel for default all or any part of the undelivered portion of this PO if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies, which City may have in law or equity.
- 16. TERMINATION:** City may terminate this PO at any time upon thirty (30) calendar days' notice in writing to Vendor. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of this PO. As soon as practicable after the receipt of notice of termination, Vendor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this PO to date of termination. City agrees to compensate the Vendor for that portion of the prescribed charges for which the services were actually performed or items delivered under this PO and not previously paid. Such right of termination is in addition to and not in lieu of rights of City set forth in Clause 15, herein.
- 17. FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this PO then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The terms Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 18. ASSIGNMENT-DELEGATION:** The rights and duties awarded Vendor on this PO shall not be assigned to another without the written consent of City. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

19. **WAIVER:** No claim or right arising out of a breach of this PO 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.
20. **ADVERTISING:**
- Vendor shall not advertise or publish, without City's prior written consent, the fact that City has entered into this PO with Vendor, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
 - Vendor understands and acknowledges that City owns all rights to the name, logos, and symbols of City ("City Marks"). All rights to City Marks will at all times remain the property of City. Subject to these Terms and Conditions, City may grant to Vendor a nonexclusive right to use those specific City Marks that are directly required to complete Vendor's obligations in this PO, and which are approved for in advance, in writing.
 - All use of the City Marks will be in a manner that (i) complies with applicable laws and City rules; (ii) is consistent with Vendor's use of other City Marks under similar situations; and (iii) will not tarnish the City Marks.
21. **NOTICES:** All notices required to be given in this PO shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third (3rd) business day after the notice is deposited in the U.S. Mail. Notices to City shall be sent to: City of Mansfield, ATTN: Purchasing Department, 1200 E. Broad Street, Mansfield, Texas 76063.
22. **MODIFICATIONS:** This PO can be modified only by written amendment signed by both parties or their duly authorized Managers.
23. **COMPLIANCE WITH APPLICABLE LAW:** Vendor agrees that this PO will be subject to, and Vendor will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations of the State of Texas.
24. **VENUE:** Both parties agree that venue for any litigation arising from this PO shall lie in Tarrant County, Texas.
25. **GOVERNING LAW:** This PO will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this PO will be brought in a state court of competent jurisdiction in Tarrant County or, if in federal court, in the Federal Northern District of Texas, Fort Worth Division
26. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with City, or be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or services, except on behalf of City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof (shall) forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation conducting business with the governing body of City shall render this PO void.
27. **INDEPENDENT CONTRACTOR:** This PO shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that this PO does not grant any rights or privileges established for employees of City.
28. **INSURANCE:** See request for proposal, request for bids, request for quotes, or request for qualifications, if applicable, for minimum requirements, required for all on-site work on City property.
29. **INDEMNITY:** VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE VENDOR, OR THE VENDOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE VENDOR'S OBLIGATIONS UNDER THE PO. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE VENDOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD-PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
30. **GRATUITIES:** City may terminate this contract if City finds that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this PO.
31. **ACCEPTANCE:** These General Terms and Conditions ("Terms and Conditions") govern all POs issued by City to Vendor identified on the PO. Fulfillment of any part of the PO, or any other conduct by Vendor which recognizes the existence of an agreement pertaining to the subject matter of such PO, shall constitute acceptance by Vendor of such PO and all the Terms and Conditions contained herein. The Terms and Conditions constitute the complete and exclusive statement of the terms and conditions between Vendor and City. No revisions to this PO or to the Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of the City. The City accepts liability only for purchases of goods and services made through the Purchasing Department and evidenced by a valid PO.
32. **TAXES:** City is a governmental entity and is exempt from the payment of: (1) Federal Taxes, (2) Federal Transportation Taxes, and (3) Texas state or local sales taxes. If it is determined that the price quoted and recorded on this PO or the invoice rendered includes any such taxes, the amount of the taxes will be deducted from the total of the invoice.
33. **RIGHT TO AUDIT:** The City shall have the right to examine, reproduce and audit any and all books and records of Vendor related to the performance under this PO at any reasonable time. Vendor shall retain all such records for a period of three (3) years after final payment on this PO or until all audit and litigation matters the City has brought to the attention of Vendor are resolved, whichever is longer. Such books and records will be maintained in accordance with generally accepted accounting principles and will be adequate to enable determination of compliance with the provisions of this PO. Vendor agrees to refund City any overpayments disclosed by any such audit. Vendor shall include similar provisions in any and all subcontractor agreements entered into in connection with this PO.

34. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with City must complete a conflict-of-interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with City. The conflict-of-interest questionnaire, which is available online at www.ethics.state.tx.us must be filed with the City Secretary of the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with City or submits to City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Vendor should consult with legal counsel if Vendor has questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with City to comply with the filing requirements of Chapter 176.
35. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, Texas Local Government Code (Code), Vendor agrees, that prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this PO (a "Claim"), the parties will first attempt to resolve the Claim by following the steps within said Code. 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.
36. **NON-DISCRIMINATION:** Vendor understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.
37. **COMPLIANCE WITH CHAPTER 2252:**
Vendor agrees that in accordance with Chapter 2252 of the Texas Government Code, Vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing goods or services to the City.

Yes, we agree No, we do not agree *

* By selecting no, Vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.152 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to awarding of any contract for goods or services.

38. **COMPLIANCE WITH CHAPTER 2271:**
Vendor agrees that in accordance with Chapter 2271 of the Texas Government Code, Vendor has not and shall not boycott Israel at any time while providing goods or services to the City.

Yes, we agree No, we do not agree

39. **COMPLIANCE WITH CHAPTER 2274:** Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Vendor has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this PO, the Vendor verifies that it does not discriminate against energy companies and will not discriminate during the term of this PO. By acceptance of this PO, Vendor certifies compliance with these requirements.
40. **COMPLIANCE WITH CHAPTER 2274:** Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Vendor has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this PO, Vendor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this PO. By acceptance of this PO, Vendor certifies compliance with these requirements. This section does not apply if Vendor is a sole-source provider.
41. **COMPLIANCE WITH CHAPTER 2274:** Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Certain Foreign-Owned Companies in Connection with Critical Infrastructure, as enacted by S.B. 2116, 87th Legislature, City is prohibited from using public funds to contract with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country", or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. Vendor, by acceptance of this PO, certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein.



Section 5 Project Proposal & Pricing

EVENT #1 | HAUNT THE BLOCK

A. EQUIPMENT & DELIVERY

	FY24
Stage Light Package: LED wash fixtures with cabling and basic DMX controller	\$500
Media playback device: Background music throughout event as needed	\$50
Delivery	\$450
EQUIPMENT TOTAL	\$1000

B. PERSONNEL

Labor planned for 8 hours (additional hours billed)	FY24
Audio Engineer	\$550
Stagehand Technician	\$450
LABOR TOTAL	\$1000

C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Lighting supplemented by	Emerald City Productions

D. ADDITIONAL INFORMATION

Haunt The Block - Third Thursday in October - 5-8PM Setup & Strike directly before and after the event Location: The Lot Downtown

Our approach to this project is to utilize the in house sound system and supplement the facility's lighting equipment. This project should not require any supplemental audio equipment unless additional performers are booked.

The Audio technician (A1) will serve as the on-site lead for this event. The A1 will be fully responsible for audio of the event and will rely on the stage hand for any needed assistance to deploy and strike the audio system. The stagehand will be fully responsible for the basic lighting approach and receive guidance and instruction from the A1.

EVENT #2 | VETERANS PARADE

A. EQUIPMENT & DELIVERY

Audio System Package:	FY24
(4) Electrovoice ETX12P Powered Speakers with Tripod	\$300
(4) Shure SM81 Condenser Microphone for Choir	\$100
(2) Shure ULXD Wireless Microphone	\$250
Media playback device: Background music throughout event as needed	\$50
Allen & Heath SQ5 Digital Audio Console	\$200
Audio Cable Package	\$200
Delivery	\$650
EQUIPMENT TOTAL	\$1,750

B. PERSONNEL

Labor planned for 8 hours (additional hours billed)	FY24
Audio Technician	\$550
Stagehand Technician	\$450
LABOR TOTAL	\$1000

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C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio Equipment supplied by	Emerald City Productions

D. ADDITIONAL INFORMATION

Veterans Parade - The Saturday before or after Veterans Day Setup & Strike directly before and after the event

Location: The Lot Downtown Sidewalk on Main Street

Our approach to this project is to utilize our portable sound system and equipment. This project will not require any of the in house LOT audio equipment unless additional performers are booked.

The Audio technician (A1) will serve as the on-site lead for this event. The A1 will be fully responsible for audio of the event and will rely on the stage hand for any needed assistance to deploy and strike the audio system. The stagehand will be fully responsible for assisting the A1 with setup and strike.

EVENT #3 | HOMETOWN HOLIDAYS

A. EQUIPMENT & DELIVERY

Supplemental Audio Equipment	Daily cost 4x charge	FY24
Midas DL32 Digital Audio Snake	\$100	\$400
Additional Microphones, Cables, and Mic Stands for live performances	\$250	\$1000
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500	\$2000
Media playback device: Background music throughout event	\$50	\$200
Hog 4 DMX Lighting Console with 2 Universe DMX Data Splitter	\$500	\$2000
(8) Moving Light 7R Beam Fixture with Gobo & Prism effects	\$600	\$2400
(16) LED Par Fixture with clamp and Safety Cable IP Weather Rated	\$400	\$1600
(4) Elation DTW 350 LED Crowd Blinder IP Weather Rated	\$200	\$800
(2) Antari Z350 Hazer for Lighting Package with haze fluid	\$200	\$800
LED Screen 3Mx5.5M for movie display with HDMI Input	\$1950	\$7800
Delivery		\$950
EQUIPMENT TOTAL		\$19,950

B. PERSONNEL

Labor planned for 8 hours (additional hours billed)	Daily Cost 6x charge	Total Cost
Audio Technician	\$500	\$3000
Video Technician	\$500	\$3000

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Lighting Technician	\$500	\$3000
LABOR TOTAL		\$9,000

C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio / Lighting Supplemented by	Emerald City Productions
LED Video Screen provided by	Emerald City Productions

D. ADDITIONAL INFORMATION

**Hometown Holidays - First Friday in December, up to 5 other dates // 2023 dates:
December 1, 8, 15, 19, 28, January 5.**

**Setup & Strike directly before and after the event (Store equipment on site) Location:
The Lot Downtown**

Our approach to this project is to carefully install the in house equipment at the LOT as well as our rented equipment in a way that is appropriate to be left up for the duration of these 5 weeks. Each performance will have skilled technicians ready to facilitate their respective disciplines. Our group will work as a team to ensure things run smoothly both on and off the stage.

EVENT #4 | MANSFIELD VENUES, VENDORS & VIBES

A. EQUIPMENT & DELIVERY

Supplemental Audio Equipment	FY24
Midas DL32 Digital Audio Snake	\$100
Additional Microphones, Cables, and Mic Stands for live performances	\$250
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500
Media playback device: Background music throughout event as needed	\$50
Delivery	\$450
EQUIPMENT TOTAL	\$1,350

B. PERSONNEL

Labor planned for 8 hours (additional hours billed)	FY24
Audio Engineer	\$550
Stagehand Technician	\$450
LABOR TOTAL	\$1000

C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio Equipment supplied by	Emerald City Productions

D. ADDITIONAL INFORMATION

Mansfield Venues, Vendors & Vibes - The last Saturday in February Setup & Strike directly before and after the event

Location: The Lot Downtown

Our approach to this project is to utilize the in house sound system and supplement the facility's Audio equipment. This project requires supplemental audio equipment beyond what the venue has to accommodate the scale of the event and the needs of the performers.

The Audio technician (A1) will serve as the on-site lead for this event. The A1 will be fully responsible for audio of the event and will rely on the stage hand for any needed assistance to deploy and strike the audio system. The stagehand will be fully responsible for assisting the A1 with setup and strike.

EVENT #5 | ARTS WEEK

A. EQUIPMENT & DELIVERY

Supplemental Audio Equipment	Daily Cost 3x charge	Total Cost
Midas DL32 Digital Audio Snake	\$100	\$300
Additional Microphones, Cables, and Mic Stands for live performances	\$250	\$750
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500	\$1500
Media playback device: Background music throughout event	\$50	\$150
Hog 4 DMX Lighting Console with 2 Universe DMX Data Splitter	\$500	\$1500
(8) Moving Light 7R Beam Fixture with Gobo & Prism effects	\$600	\$1800
(16) LED Par Fixture with clamp and Safety Cable IP Weather Rated	\$400	\$1200
(4) Elation DTW 350 LED Crowd Blinder IP Weather Rated	\$200	\$600
(2) Antari Z350 Hazer for Lighting Package with haze fluid	\$200	\$600
Delivery		\$450
EQUIPMENT TOTAL		\$8,850

B. PERSONNEL

Labor planned for 10 hours/day for four days (additional hours billed)	Daily cost 4x charge	Total cost
(2) Audio Engineer / Lighting Technician	\$1250	\$5000
Stagehand Technician	\$500	\$2000
LABOR TOTAL		\$7,000

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C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio and Lighting supplied by	Emerald City Productions

D. ADDITIONAL INFORMATION

**Arts Week - The 2nd or 3rd weekend in March 4 day event
Setup & Strike directly before and after the event Location:
The Lot Downtown**

Our approach to this project is to utilize the in house sound system and supplement the facility's Audio and lighting equipment. This project requires supplemental audio and lighting equipment beyond what the venue has to accommodate the scale of the event and the needs of the performers

The Audio technician (A1) will serve as the on-site lead for this event. The A1 and A2 will be fully responsible for audio of the event and will rely on the stagehand for any needed assistance to deploy and strike the audio system and facilitate any performance needs.

The lighting technician (LD) will be fully responsible for all lighting fixtures and equipment at the event and will rely on the stagehand for any needed assistance to deploy and strike the lighting system. The LD will facilitate any lighting related performance needs.

The stagehand will be fully responsible for assisting the Audio and Lighting technicians.

EVENT #6 | MUSIC ALLEY

A. EQUIPMENT & DELIVERY

The LOT Downtown. Full lighting package, supplemental audio package	FY24
Riser Package 8x8 performance risers on wheels per artist request	\$750
Midas DL32 Digital Audio Snake	\$100
Additional Microphones, Cables, and Mic Stands for live performances	\$250
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500
Media playback device: Background music throughout event as needed	\$50
Hog 4 DMX Lighting Console with 2 Universe DMX Data Splitter	\$500
(8) Moving Light 7R Beam Fixture with Gobo & Prism effects	\$600
(16) LED Par Fixture with clamp and Safety Cable IP Weather Rated	\$400
(4) Elation DTW 350 LED Crowd Blinder IP Weather Rated	\$200
(2) Antari Z350 Hazer for Lighting Package with haze fluid	\$200
Backline Per Artist Specifications - Subject to change upon artist advance	\$1450
Walnut Parking Lot Performance Area. Small audio setup with Generator	
(4) Electrovoice ETX12P Powered Speakers with Tripod	\$300
Media playback device: Background music throughout event as needed	\$50
Allen & Heath Zedi10 Small Format Audio Console	\$200
Shure ULXD Wireless Microphone	\$125
Portable Generator & Fuel cost	\$500
Oak Street Turnkey Stage, Audio, and Lighting system with Generator & Power Distro	

Stageline SL100 Mobile Trailer stage 20'x24'	\$3500
Full scale line array audio system: Speakers, Amps, Processing, Rigging	\$2850
Midas M32 Audio Console with Midas DL32 Digital Audio Snake	\$350
Media playback device: Background music throughout event as needed	\$50
Microphones, Cables, and Mic Stands for live performances	\$350
Hog 4 DMX Lighting Console with 4 Universe DMX Data Splitter Rack	\$500
(8) Elation Fuze Profile Fixture with Gobo & Prism effects	\$800
(16) LED Par Fixture with clamp and Safety Cable IP Weather Rated	\$400
(6) ADJ Jolt Bar FX White LED Strobe with Color Pixels	\$200
(2) Chauvet Amhaze Stadium Hazer for Lighting Package with haze fluid	\$300
Backline Per Artist Specifications - Subject to change upon artist advance	\$1450
Three Phase power distro & Generator with associated cabling & cable ramps	\$1400
Delivery	\$1450
EQUIPMENT TOTAL	\$19,775

B. PERSONNEL

Labor planned for 15 hours (additional hours billed)	FY24
(2) Audio Engineer / Lighting Technician	\$1950
Stagehand Technician	\$750
Backline Technician	\$750
Walnut Parking Performance area	
Audio Technician	\$750
Oak Street Stage	

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(2) Audio Engineer / Lighting Technician	\$1950
Stagehand Technician	\$750
Certified Stageline Technician	\$800
Backline Technician	\$750
LABOR TOTAL	\$8,450

C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio / Lighting Supplemented by	Emerald City Productions
Backline Equipment provided by	Studio Instrument Rentals through partnership with ECP

D. ADDITIONAL INFORMATION

Music Alley - April 6, 2023 / usually the last Saturday in April Setup & Strike directly before and after the event

Location: The Lot Downtown/Walnut Parking/Oak Street

Our approach to this project is to dispatch a team of technicians that will utilize the in house equipment at the LOT as well as our rented equipment in other performance areas. Each performance area will have skilled technicians and stagehands ready to facilitate their respective disciplines. Our group will work as a team to ensure things run smoothly both on and off the stage.

EVENT #7 | JUNETEENTH

A. EQUIPMENT & DELIVERY

Supplemental Audio/Lighting/Backline Equipment	FY24
Riser Package 8x8 performance risers on wheels per artist request	\$750
Midas M32 Audio Console with 32 Channel Audio Split	\$250
Midas DL32 Digital Audio Snake	\$100
Additional Microphones, Cables, and Mic Stands for live performances	\$250
(3) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$750
Media playback device: Background music throughout event as needed	\$50
Stage Light Package: LED wash fixtures with cabling and basic DMX controller	\$450
Backline Per Artist Specifications - Subject to change upon artist advance	\$1450
Delivery	\$950
EQUIPMENT TOTAL	\$5,000

B. PERSONNEL

Labor planned for 12 hours (additional hours billed)	FY24
(2) Audio Engineer	\$1750
(2) Stagehand Technician	\$1500
Backline Technician	\$700
LABOR TOTAL	\$3,950

C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio / Lighting Supplemented by	Emerald City Productions
Backline Equipment provided by	Studio Instrument Rentals through partnership with ECP

D. ADDITIONAL INFORMATION

**Juneteenth - The Saturday before or after Juneteenth
Setup & Strike directly before and after the event. Possible load in the day before
Location: The Lot Downtown**

Our approach to this project is to utilize the in house sound system and supplement the facility's Audio and lighting equipment. This project requires supplemental audio and lighting equipment beyond what the venue has to accommodate the scale of the event and the needs of the performers

The Audio technician (A1) will serve as the on-site lead for this event. The A1 and A2 will be fully responsible for audio of the event and will rely on the stagehands for any needed assistance to deploy and strike the audio system and facilitate any performance needs.

The backline technician will be fully responsible for facilitating the artist's instrumentation needs as well as setup and strike the backline equipment. They will rely on the stagehands for any needed assistance.

The stagehands will be fully responsible for assisting the Audio team with setup and strike, assisting the backline technician with setup and strike, as well as build out rolling stage risers and deploy and strike the supplemental lighting equipment.

EVENT #8 | MANSFIELD ROCKS

A. EQUIPMENT & DELIVERY

Turnkey Stage, Audio, and Lighting system with Generator & Power Distro	FY24
Stageline SL100 Mobile Trailer stage 20'x24'	\$3500
Full scale line array audio system: Speakers, Amps, Processing, Rigging	\$2850
Midas M32 Audio Console with Midas DL32 Digital Audio Snake	\$350
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500
Microphones, Cables, and Mic Stands for live performances	\$350
Hog 4 DMX Lighting Console with 4 Universe DMX Data Splitter Rack	\$500
(8) Moving Light 7R Beam Fixture with Gobo & Prism effects	\$600
(16) LED Par Fixture with clamp and Safety Cable IP Weather Rated	\$400
(4) Elation DTW 350 LED Crowd Blinder IP Weather Rated	\$200
(2) Chauvet Amhaze Stadium Hazer for Lighting Package with haze fluid	\$300
Three Phase power distro & Generator with associated cabling & cable ramps	\$1400
Delivery	\$1450
EQUIPMENT TOTAL	\$12,400

B. PERSONNEL

Labor planned for 12 hours (additional hours billed)	FY24
(2) Audio Engineer / Lighting Technician	\$1750
(2) Stagehand Technician	\$1500
Certified Stageline Technician	\$750
LABOR TOTAL	\$4,000

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C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Stage, Audio, and lighting from	Emerald City Productions

D. ADDITIONAL INFORMATION

Mansfield Rocks - July 3rd annually

Setup & Strike directly before and after the event. Location:

Big League Dreams

Our approach to this project is to utilize one of our company owned mobile stage assets, sound system, and lighting package. This equipment will be of high quality from our well maintained rental inventory.

The Audio technician (A1) will serve as the on-site lead for this event. The A1 will be fully responsible for audio of the event and will rely on the stagehands for any needed assistance to deploy and strike the audio system. The A1 will facilitate any audio related performance needs.

The lighting technician (LD) will be fully responsible for all lighting fixtures and equipment at the event and will rely on the stagehands for any needed assistance to deploy and strike the lighting system. The LD will facilitate any lighting related performance needs.

The Staging technician will be fully responsible for facilitating the delivery, setup, and strike of the mobile stage unit. They will rely on the stagehands for any needed assistance for setup and strike.

The stagehands will be fully responsible for assisting the Audio, Lighting, and Staging team members with setup and strike.

EVENT #9 | SABORES Y COLORES HISPANIC HERITAGE FESTIVAL

A. EQUIPMENT & DELIVERY

Supplemental Audio Equipment	FY24
Midas DL32 Digital Audio Snake	\$100
Additional Microphones, Cables, and Mic Stands for live performances	\$250
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500
Media playback device: Background music throughout event as needed	\$50
Delivery	\$450
EQUIPMENT TOTAL	\$1,350

B. PERSONNEL

Labor planned for 8 hours (additional hours billed)	FY24
Audio Engineer	\$550
Stagehand Technician	\$450
LABOR TOTAL	\$1000

C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio supplemented by	Emerald City Productions

D. ADDITIONAL INFORMATION

**Sabores y Colores Hispanic Heritage Festival - The Sunday closest to September 16th
Setup & Strike directly before and after the event. Possible load in the day before**

Location: The Lot Downtown

Our approach to this project is to utilize the in house sound system and supplement the facility's Audio equipment. This project requires supplemental audio equipment beyond what the venue has to accommodate the scale of the event and the needs of the performers

The Audio technician (A1) will serve as the on-site lead for this event. The A1 will be fully responsible for audio of the event and will rely on the stage hand for any needed assistance to deploy and strike the audio system. The stagehand will be fully responsible for assisting the A1 with setup and strike.

EVENT #10/11/12 | Possible Events

A. EQUIPMENT & DELIVERY

Supplemental Audio/Lighting/Backline Equipment	FY24
Riser Package 8x8 performance risers on wheels per artist request	\$750
Midas M32 Audio Console with 32 Channel Audio Split	\$250
Midas DL32 Digital Audio Snake	\$100
Additional Microphones, Cables, and Mic Stands for live performances	\$250
(2) Electrovoice PXM12 Powered Coaxial Monitor Speaker 4 Pack	\$500
Media playback device: Background music throughout event as needed	\$50
Stage Light Package: LED wash fixtures with cabling and basic DMX controller	\$450
Backline Per Artist Specifications - Subject to change upon artist advance	\$1450
Hog 4 DMX Lighting Console with 4 Universe DMX Data Splitter Rack	\$500
(6) Moving Light Rouge R2 Wash Chauvet	\$300
(16) LED Par Fixture with clamp and Safety Cable IP Weather Rated	\$400
LED Screen 3Mx5.5M for movie display with HDMI Input	\$1950
Delivery	\$950
EQUIPMENT TOTAL	\$7,900

B. PERSONNEL

Labor planned for 12 hours (additional hours billed)	FY24
(3) Audio Engineer/Lighting Technician/Video Technician	\$2400
(2) Stagehand Technician	\$1200
Backline Technician	\$700
LABOR TOTAL	\$4,300

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EMERALD CITY PRODUCTIONS - RESPONSE TO REQUEST 2023-47-

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C. PROJECT MANAGEMENT

All labor and equipment is to be provided directly by Emerald City Productions unless otherwise stated.

Project Manager	Ryan McGinnis
Audio / Lighting Supplemented by	Emerald City Productions
Backline Equipment provided by	Studio Instrument Rentals through partnership with ECP

D. ADDITIONAL INFORMATION

Event 10/11/12 - Possible Event

Setup & Strike directly before and after the event. Possible load in the day before

Location: The Lot Downtown

Our approach to this project is to utilize the in house sound system and supplement the facility's Audio and lighting equipment. This project requires supplemental audio and lighting equipment beyond what the venue has to accommodate the scale of the event and the needs of the performers

The Audio technician (A1) will serve as the on-site lead for this event. The A1 and A2 will be fully responsible for audio of the event and will rely on the stagehands for any needed assistance to deploy and strike the audio system and facilitate any performance needs.

The backline technician will be fully responsible for facilitating the artist's instrumentation needs as well as setup and strike the backline equipment. They will rely on the stagehands for any needed assistance.

The lighting technician (LD) will be fully responsible for all lighting fixtures and equipment at the event and will rely on the stagehand for any needed assistance to deploy and strike the lighting system. The LD will facilitate any lighting related performance needs.

The Video technician (V1) will be fully responsible for all Video content and equipment at the event and will rely on the stagehand for any needed assistance to deploy and strike the lighting system. The V1 will facilitate any Video related performance needs.

The stagehands will be fully responsible for assisting the Audio, Lighting, and Video teams with setup and strike.

SUMMARY TOTAL COST | FY24-26

	FY24	FY25	FY26
EVENT 1 - HAUNT THE BLOCK	\$2,000	\$2,100	\$2,205
EVENT 2 - VETERANS PARADE	\$2,750	\$2,887.50	\$3,031.88
EVENT 3 - HOMETOWN HOLIDAYS	\$28,950	\$30,397.50	\$31,917.38
EVENT 4 - MANSFIELD VENUS, VENDORS & VIBES	\$2,350	\$2,467.50	\$2,590.88
EVENT 5 - ARTS WEEK	\$15,850	\$16,642.50	\$17,474.63
EVENT 6 - MUSIC ALLEY	\$28,425	\$29,846.25	\$31,338.56
EVENT 7 - JUNETEENTH	\$8,950	\$9,397.50	\$9,867.38
EVENT 8 - MANSFIELD ROCKS	\$16,400	\$17,220	\$18,081
EVENT 9 - SABORES Y COLORES HISPANIC HERITAGE FESTIVAL	\$2,350	\$2,467.50	\$2,590.88
EVENT 10 - Possible Event	\$12,200	\$12,810	\$13,450.50
EVENT 11 - Possible Event	\$12,200	\$12,810	\$13,450.50
EVENT 12 - Possible Event	\$12,200	\$12,810	\$13,450.50
GRAND TOTAL	\$144,625	\$151,856.25	\$159,449.09

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