



ENNIS
TEXAS

CITY OF ENNIS

Invitation to Bid

Proposal Reference Number: 25-102-10

Project Title: PRODUCTION MANAGEMENT OF ENNIS
SPECIAL EVENTS

Proposal Closing Date: 1:00 pm, March 5, 2025

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The City of Ennis (City) will receive bids for 25-102-10 Production Management of Ennis Special Events.

Specifications can be found at <https://procurement.opengov.com/portal/ennistx>.

Bids will be received until 1:00 pm Wednesday, March 5, 2025.

Sealed proposals/bids should be submitted online at <https://procurement.opengov.com/portal/ennistx>.

All questions should be fielded online at <https://procurement.opengov.com/portal/ennistx>.

Bids will be opened at 107 N Sherman St., Ennis, TX 75119, Wednesday, March 5, 2025 1:00 pm.

City of Ennis

By: Katrinia Roberson

Title: Purchasing Manager

Bid Release Date:	February 9, 2025
Deadline for Submittal of Questions:	February 26, 2025, 5:00pm
Sealed Bids Due to the City:	March 5, 2025, 1:00pm
Publication Date 1:	02/09/2025
Publication Date 2:	02/16/2025

Scope

Scope of Services

The City of Ennis wishes to contract with one company to provide stage, sound, and lighting production for all Special Events including but not limited to all personnel, equipment, and stage management. The city has outlined its requirements for each festival below. Vendor must provide equal or better-quality equipment. Bids must include a detailed list of all equipment to be provided for each event.

General Setup Provisions: Sound equipment shall be in good condition with professional appearance, in quantity and quality sufficient to reach the listed number of attendees in the specified location and satisfy performer rider requirements. Lighting systems shall be LED and shall evenly light all portions of the performance area. Fog and Haze machines shall use water-based fluids. Stage skirting and pipe and drape packages should be solid black unless requested otherwise. All sound consoles shall be covered from inclement weather. Remote use of a tablet or other mobile device to control sound consoles is strongly preferred. All stages must be purpose-built engineered systems and must comply with local building codes and standards including, but not limited to ANSI E1.21. Vendor shall use plywood when loading into the event venue and not drive directly on wet or soft grassy areas; plywood to be provided by vendor. Generators shall be properly grounded and supplied with fire extinguishers, and all temporary power systems and distribution equipment shall comply with ANSI E1.58. No structures comprised of crank stands or material lifts will be approved.

General Personnel Provisions: Vendor shall provide trained personnel in uniform to remain on site for the duration of the event. The minimum number of personnel required is listed in each event description. Vendor will be responsible for providing personnel meals and water for the duration of the event and event setup. Certain trades such as mobile stage construction, power connections, pyrotechnics and overhead rigging require specialized labor- and in all cases these laborers must provide proof of current certifications/licenses.

Vendor will be responsible for stage management including but not limited to:

- Communicating with contracted entertainers to coordinate equipment needs and stage plots, both on site and in advance of the show.
- Coordination and management of all audio/video needs for the event site including any media interfaces that may be required.
- Overseeing stage set up, entertainer load in/out, and sound/line checks.
- Ensuring stage is operated in a manner that is safe and adheres to the predetermined performance schedule.
- Helping talent load/unload equipment for performances as needed.
- Ensuring each contracted entertainer receives their final payment check prior to leaving the venue.
- Identifying and obtaining professional and knowledgeable contract labor and/or stagehands to assist with the execution of above tasks.
- Acting as a liaison in executing the event's Emergency Management Plan as necessary.
- Monitoring wind speed conditions at the stage, lightening proximity, and in possession of an effective and applicable Weather Action Plan.

General Operating Provisions:

The City of Ennis will provide the following to vendor for each event.

- 3-Phase Company Switch access when available
- Secure truck parking at or near venue.
- Parking for other crew personal vehicles at or near venue.

- Overnight security for the event days and proceeding night.
- Street closures per plan

Sound checks should be complete at least 1 hour prior to event opening for the first band of each day. Once sound check for each band is complete, vendor shall provide pre-recorded music of a similar genre to the performing band until start of performance. Vendor is responsible for all equipment deliveries, operation and removal.

"The equipment specifications from previous years are provided solely as a reference to illustrate the type and quality of equipment expected. The City does not have preferred or required equipment brands or models. Bidders are not required to match the exact equipment listed but must supply equipment that is equivalent or superior in performance, functionality, and safety standards as outlined in this bid."

BLUEBONNET TRAILS FESTIVAL

The Bluebonnet Trails Festival is a vibrant food, music, arts and crafts event held annually in downtown Ennis. Typically scheduled for the third weekend of April, or the second weekend if Easter falls on the third, the festival attracts approximately 90,000 attendees over three days. More details can be found at www.bluebonnettrail.org.

Operation Dates & Times (April 2nd or 3rd weekend generally - subject to change)

- Day 1: 10am-9pm
- Day 2: 10am-9pm
- Day 3: 10am-6pm

Main Stage Minimum Requirements -

- Talent –
 - Local and Regional Acts
 - 5-8 piece bands.
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.
 - Talent and booking fees if applicable shall be included in bid.
 - Talent fee not to exceed \$16,000.00 total with a minimum of three entertainers per day.
 - Preferred: five artists on Friday and Saturday.
- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Banner package and rear windwall
 - 8X8 Drum riser
 - Sound to reach up to 5000 people across approximately 60,000 square feet of outdoor space.
 - LED Lighting package to include stage wash and at least 8 moving lights
 - Sound & lighting should be flown whenever possible.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors.

Previous Year Sound and Lighting Detail:

- *Two flown Line-array, each side consisting of six 3-way enclosures*
- *Six dual 21" Subwoofers*
- *32 Channel Digital Mixing console with wireless router and ipad*
- *Six 2-way stage monitor wedges*
- *Mics/Stands/Cables/Subsnakes/DI's for 8 piece band*
- *Six Moving LED Wash Lights*
- *Six Moving Beam Lights*
- *Water-based Haze Machine*

- *DMX Moving Light Console*
- Video
 - Video wall must be flown from upstage on stage
 - 7.5x12 size wall, 3.9mil pitch, IP65
 - All processing, cabling, rigging inherent to the system
 - Video to run sponsor b-roll between sets, and during daytimes, and shall run band provided content during headliner performance. Video lower third to show social media content, monitoring of festival social media platforms shall be included.
- Backline
 - Backline package suitable for support acts to minimize set change times. Backline shall include spares, cables, pedals, and common accessories.

Previous year Backline detail:

- *Ampeg SVT4-PRO (or similar)*
 - *Ampeg SVT-410HLF (or similar)*
 - *Two Fender Twin Reverb*
 - *Four Guitar Stands*
 - *Yamaha S80 Keyboard w/stand and pedals (or similar)*
 - *Tama Starclassic 5-piece drum kit, with hardware, throne, rug (or similar)*
 - *Sabian Cymbals package to include Hi-Hat, Splash, 2 x Crash, Ride, China (or similar)*
 - *Four 25-foot instrument cables*
- Power
 - 200-amp 3 phase company switch provided 50 ft from stage
- Event Assets
 - 40x60 Structure Canopy w/10 foot legs, on concrete- use concrete ballast. Must be Navitrak compatible for city supplied custom printed gable.
 - Two 40x40 Structure Canopies w/10 foot legs, on concrete- use concrete ballast. Must be Navitrak compatible for city supplied custom printed gable.
 - Four 10x10 Canopies
 - Four 10x20 Canopies
 - Two 10x30 Canopies
 - Two 10x40 Canopies
 - Four 10x60 Canopies
 - One 10x110 Canopy
 - Two 20x20 Canopies
 - Two 20x40 Canopies w/10 foot legs, 80 feet French window sidewalls
 - ALL TENTS ON CONCRETE- WATER BARRELS OR CONCRETE BLOCKS. All tents must be clean, and white in color. Tents over 500 sq ft require fire extinguishers.
 - Seventy-five 20' sidewalls
 - Six 100 foot festoon lighting strings w/LED lamps
 - Four 72" Banquet Tables w/Table cloths
 - 70 White folding chairs
 - 30 Cable Ramps
 - 5000lb boom forklift
 - 25 KVA Generator with two spider boxes, 200 feet cable
 - 75 KVA Generator with 200 feet feeder, distribution box to supply six NEMA14-50 food truck outlets and two 30A Twist Lock food vendor outlets. Include fuel for 86 hours run time.
- Personnel
 - Vendor shall provide a minimum of five qualified operators at this stage for the entire event. A minimum of one audio technician, one video technician, one master electrician and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum

heads as needed, and handle power/staging and vendor issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included. In addition, Vendor shall supply overnight security guard to roam premises between the hours of 11PM and 8AM starting the night prior to festival opening through Sunday morning.

CINCO DE MAYO

The Cinco de Mayo Festival is a lively Hispanic music and food celebration held annually in downtown Ennis. Taking place on the first weekend in May, the event draws approximately 15,000 attendees, offering a vibrant cultural experience filled with traditional music, cuisine, and community festivities.

Operation Dates & Times (Sunday nearest to May 5 - subject to change)

- Festival Day: 12pm-9pm

Main Stage Minimum Requirements –

- Talent –
 - Three 6-8 piece bands.
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.
 - Talent and booking fees if applicable shall be included in bid.
 - Talent fee not to exceed \$8,000.00 total with a minimum of 6 entertainers per day.
- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Banner package and rear windwall.
 - 8x8 Drum Riser
 - Sound to reach up to 5000 people across approximately 60,000 square feet of outdoor space.
 - LED Lighting package to include stage wash and at least 8 moving lights
 - Sound & lighting should be flown whenever possible.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors.

Previous Year Sound and Lighting Detail:

- *Two flown Line-array, each side consisting of six 3-way enclosures*
- *Six dual 21" Subwoofers*
- *32 Channel Digital Mixing console with wireless router and ipad*
- *Six 2-way stage monitor wedges*
- *Mics/Stands/Cables/Subsnakes/DI's for 8 piece band*
- *Six Moving LED Wash Lights*
- *Six Moving Beam Lights*
- *Water-based Haze Machine*
- *DMX Moving Light Console (or similar)*
- Video
 - Video wall must be flown from upstage on stage
 - 7.5x12 size wall, 3.9mil pitch, IP65
 - All processing, cabling, rigging inherent to the system
 - Video to run sponsor b-roll between sets, and during daytimes, and shall run band provided content during headliner performance.
- Backline
 - Backline package suitable for support acts to minimize set change times. Backline shall include spares, cables, pedals, and common accessories.

Previous year Backline detail:

- *Ampeg SVT4-PRO (or similar)*
- *Ampeg SVT-410HLF (or similar)*
- *Two Fender Twin Reverb*

- *Four Guitar Stands*
- *Yamaha S80 Keyboard w/stand and pedals (or similar)*
- *Tama Starclassic 5 piece drum kit, with hardware, throne, rug (or similar)*
- *Sabian Cymbals package to include Hi-Hat, Splash, 2 x Crash, Ride, China (or similar)*
- *Four 25 foot instrument cables*
- Power
 - 75KVA Generator w/ground rod, fire extinguisher, power distro, feeder, cable ramps as needed for Main Stage
 - Fuel for run of festival, including load in and strike
 - Three 25 KVA Generator with five spider boxes, 350 feet cable
- Event Assets
 - 40x80 Structure Canopy with 10 foot legs on concrete. Must be Navitrak compatible for use with city supplied custom printed gable
 - 10x20 Canopy w/10 foot legs
 - 10x10 Canopy
 - Three tent fans
- Personnel
 - Vendor shall provide a minimum of five qualified operators at this stage for the entire event. A minimum of one audio technician, one video technician, master electrician and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum heads as needed, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included.

NATIONAL POLKA FESTIVAL

The National Polka Festival, held in partnership with The National Polka Festival and the Chamber of Commerce, is a lively celebration of Czech heritage, music, and cuisine in downtown Ennis. Taking place annually over Memorial Day Weekend, the festival showcases traditional polka music, authentic Czech food, and cultural festivities. With a historical attendance of 10,000, the event brings the community together to honor and preserve its rich heritage. More information can be found at www.nationalpolkafestival.com.

Operation Dates & Times (Memorial Day Weekend)

- 9am-7pm
- 11am-7pm

Main Stage Minimum Requirements –

- Talent – Will be provided.
 - Three to Four 5-8 piece bands per day
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.
- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Banner package and rear windwall.
 - Sound to reach up to 5000 people across approximately 60,000 square feet of outdoor space.
 - LED Lighting package to include stage wash
 - Sound & lighting should be flown whenever possible.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors.

Previous Year Sound and Lighting Detail:

- *Two flown Line-array, each side consisting of six 3-way enclosures*

- *Six dual 21" Subwoofers*
- *32 Channel Digital Mixing console with wireless router and ipad*
- *Six 2-way stage monitor wedges*
- *Mics/Stands/Cables/Subsnakes/DI's for 8 piece band*
- *Eight LED wash par*
- *DMX Light Console*
- Backline
 - Backline package suitable for support acts to minimize set change times. Backline shall include spares, cables, pedals, and common accessories.

Previous year Backline detail (preferred, or similar):

- *Ampeg SVT4-PRO (or similar)*
- *Ampeg SVT-410HLF (or similar)*
- *Two Fender Twin Reverb*
- *Four Guitar Stands*
- *Yamaha S80 Keyboard w/stand and pedals (or similar)*
- *Tama Starclassic 5 piece drum kit, with hardware, throne, rug (or similar)*
- *Sabian Cymbals package to include Hi-Hat, Splash, 2 x Crash, Ride, China (or similar)*
- *Four 25 foot instrument cables*
- Power
 - 45KVA Generator w/ground rod, fire extinguisher, power distro, feeder, cable ramps as needed for Main Stage
 - Fuel for run of festival, including load in and strike
- Event Assets
 - 50x80 Structure Canopy with 10 foot legs on concrete. Must be Navitrak compatible for use with city supplied custom printed gable
 - 10x20 Canopy w/10 foot legs
 - 10x10 Canopy
 - Three tent fans
- Personnel
 - Vendor shall provide a minimum of three qualified operators at this stage for the entire event. A minimum of one audio technician, and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum heads as needed, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included.

BLUES ON MAIN

The Blues On Main festival, held in partnership with Unity in the Community, is a dynamic event featuring live music, delicious food, and a variety of arts and crafts. Taking place in downtown Ennis on the second weekend in June, this festival celebrates the rich tradition of blues music while fostering community engagement. With a historical attendance of 3,500, it offers an intimate yet vibrant atmosphere for music lovers and festivalgoers alike.

Operation Dates & Times (Labor Day - Subject to Change)

- Day 1: 5pm-10pm
- Day 2: 10am-2pm

Main Stage Minimum Requirements –

- Talent – Will be provided.
 - Three to Four 5-8 piece bands per day
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.
- Stage | Sound | Lighting.

- A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
- Banner package and rear windwall.
- Sound to reach up to 2000 people across approximately 30,000 square feet of outdoor space.
- LED Lighting package to include stage wash
- Sound & lighting should be flown whenever possible.
- Microphones (including wireless MC mic)/stands/boxes/cables/monitors.

Previous Year Sound and Lighting Detail:

- *Two ground stacked-array, each side consisting of two- 3-way column array speakers*
- *Two dual 21" Subwoofers*
- *32 Channel Digital Mixing console with wireless router and ipad*
- *Six 2-way stage monitor wedges*
- *Mics/Stands/Cables/Subsnakes/DI's for 8 piece band*
- *Eight LED wash par*
- *DMX Light Console*

- Backline

- Backline package suitable for support acts to minimize set change times. Backline shall include spares, cables, pedals, and common accessories.

Previous year Backline detail (preferred, or similar):

- *Ampeg SVT4-PRO (or similar)*
- *Ampeg SVT-410HLF (or similar)*
- *Two Fender Twin Reverb*
- *Four Guitar Stands*
- *Yamaha S80 Keyboard w/stand and pedals (or similar)*
- *Tama Starclassic 5 piece drum kit, with hardware, throne, rug (or similar)*
- *Sabian Cymbals package to include Hi-Hat, Splash, 2 x Crash, Ride, China (or similar)*
- *Four 25 foot instrument cables*

- Power

- 45KVA Generator w/ground rod, fire extinguisher, power distro, feeder, cable ramps as needed for Main Stage
- Fuel for run of festival, including load in and strike

- Event Assets

- 50x50 Shade Structure Canopy w/10 foot legs

- Personnel

- Vendor shall provide a minimum of three qualified operators at this stage for the entire event. A minimum of one audio technician, and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum heads as needed, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included.

FREEDOM FEST

Freedom Fest is a festive celebration featuring live music and a spectacular fireworks display, held annually in Veterans Park, Ennis. Taking place on the Saturday before July 4th, the event brings the community together for an evening of entertainment and patriotic spirit. With a historical attendance of 10,000, Freedom Fest offers a lively atmosphere for families and friends to enjoy music, food, and a dazzling fireworks show in honor of Independence Day.

Operation Dates & Times (Typically occurs the Saturday before July 4th and subject to change)

- 6pm-10pm

Main Stage Minimum Requirements –

- Talent – minimum of one act with talent fee not to exceed \$3,000.00 total.
 - 4-5 Piece Band preferred.
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.

- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Upstage video wall support package
 - Banner package and rear windwall.
 - 15x25 American Flag Backdrop
 - Sound to reach up to 5000 people across approximately 120,000 square feet of outdoor space.
 - 1 delay tower of 4 line array enclosures
 - LED Lighting package to include stage wash
 - Sound & lighting should be flown whenever possible.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors.

Previous Year Sound and Lighting Detail:

- *Two flown Line-array, each side consisting of six 3-way enclosures*
- *Six dual 21" Subwoofers*
- *32 Channel Digital Mixing console with wireless router and ipad*
- *Six 2-way stage monitor wedges*
- *Mics/Stands/Cables/Subsnakes/DI's for 8 piece band*
- *Eight LED wash par*
- *Six Moving Beam lights*
- *DMX Moving Light Console*
- *Haze Machine*
- *Six Cold Spark Fountains*

- Backline
 - Backline package suitable for support acts to minimize set change times. Backline shall include spares, cables, pedals, and common accessories.

Previous year Backline detail:

- *Ampeg SVT4-PRO (or similar)*
- *Ampeg SVT-410HLF (or similar)*
- *Two Fender Twin Reverb*
- *Four Guitar Stands*
- *Yamaha S80 Keyboard w/stand and pedals (or similar)*
- *Tama Starclassic 5 piece drum kit, with hardware, throne, rug (or similar)*
- *Sabian Cymbals package to include Hi-Hat, Splash, 2 x Crash, Ride, China (or similar)*
- *Four 25 foot instrument cables*

- Power
 - 45KVA Generator w/ground rod, fire extinguisher, power distro, feeder, cable ramps as needed for Main Stage
 - Fuel for run of festival, including load in and strike

- Event Assets
 - Two 10x10 Canopies with 10 foot legs on grass (staked)
 - One 40x40 Canopy with 10 foot legs on grass (Staked)
 - One 20x20 Canopy with 10 foot legs on concrete (water barrels)

- One 25KVA generator with spider box to power Beer Garden
- One 25KVA generator with 2 spider boxes and 200 ft of cable to power bounce houses
- Personnel
 - Vendor shall provide a minimum of three qualified operators at this stage for the entire event. A minimum of one audio technician, and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum heads as needed, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included.

AUTUMN DAZE

Autumn Daze is a vibrant music, carnival, and arts & crafts festival held annually in downtown Ennis. Taking place on the last weekend in October, the festival offers a lively atmosphere filled with entertainment, local vendors, and family-friendly activities. With a historical attendance of 35,000, Autumn Daze is a signature fall event that brings the community together to celebrate the season with music, food, and festive attractions.

Operation Dates & Times (subject to change)

- Day 1: 4pm-11pm
- Day 2: 11am-10pm
- Day 3: 11am-8pm

Main Stage Minimum Requirements

- Talent –
 - National Acts
 - Prominent National Acts will be required to headline each night- one per day. Typical Acts include: Foghat, Tracy Lawrence, Neal McCoy, Foreigner, Travis Tritt, Clay Walker
 - Three to Four support 5-8 piece bands.
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.
 - Talent and booking fees if applicable shall be included in bid.
 - Talent fee not to exceed \$16,000.00 total with a minimum of three entertainers per day.
 - Preferred: five artists on Friday and Saturday.

- Event Management
 - Vendor shall consult with City on all aspects of the festival with the intent to produce a safe event, designed to offer a premium guest experience, with the goal to grow the event into a major DFW market event. Such consultation shall include an unlimited number of in-person meetings at city offices, in addition to emails and phone conferences.
 - Vendor shall assist in recruiting and managing all vendors and suppliers, including Arts and Crafts, Food and Beverage, and event goods and services suppliers such as fencing, portalets, ice, marketing, and staffing services.
 - Vendor shall design festival layout and create site map, ensuring layouts maximize guest movement throughout the site and ensure fire lanes, emergency exits, and service corridors are maintained.
 - Vendor shall facilitate all temporary power and water needs for vendors as needed.
 - Vendor shall handle load in and load out logistics on site from the start or load in through completion of load out, including marking of spaces, management of traffic, handling vendor questions and conflicts, and collecting vendor feedback.
 - Vendor shall assist city with determining workload and schedules for City services such as

- sanitation, public works, parks, street closures, fire and police, and the Downtown Development Director.
- Vendor shall consult city on matters regarding sponsorships, marketing activities, and value proposition.
 - Vendor shall coordinate with Emergency Management Operations during festival hours.
 - Vendor shall supply City with event recap within 30 days of event close identifying areas for improvement and growth opportunities, and shall work with City to incorporate those notes into an actionable plan to grow and improve the event yearly.
- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Banner package and rear windwall.
 - Sound to reach up to 8000 people across approximately 60,000 square feet of outdoor space.
 - LED Lighting package to include stage wash and at least 18 moving lights
 - Sound & lighting should be flown whenever possible.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors. Package should include dedicated set for headliner and additional set for support acts
 - Anticipated Sound and Lighting Detail:
 - Two flown Line-array, each side consisting of twelve 3-way enclosures
 - Twelve dual 21" Subwoofers
 - Four front fill boxes
 - Lake processing with computer
 - Two 64 channel digital consoles with stage racks, split, networking, waves processing (CL5 Friday Night, D-Live S5000 Saturday Night)
 - Twelve 2-way stage monitor wedges plus drum sub
 - Stereo Sidefills with subs
 - 8 Mixes Stereo IEM w/antenna combiner
 - 6 Channels Axient Wireless handheld mics w/high gain antenna
 - Mics/Stands/Cables/Subsnakes/DI's for 8 piece band openers plus dedicated set for headliner
 - Twelve Moving LED Wash Lights
 - Six Moving Beam Lights
 - Four Audience Blinders
 - Six Strobes
 - Two Water-based Haze Machine
 - DMX Moving Light Console
 - Two followspots, on towers, with operators
 - 8x8 Rolling Drum Riser
 -
 - Video
 - Video wall must be flown from upstage on stage
 - 9x16 size wall, 3.9mil pitch, IP65
 - All processing, cabling, rigging inherent to the system
 - Video to run sponsor b-roll between sets, and during daytimes, and shall run band provided content during headliner performance.
 - Backline
 - Backline package shall be provided for headline as per artist rider and is **not** included in this bid.
 - Power

- 200 amp company switch located 50 ft from stage
- Shore power for one bus
- Fuel for run of festival, including load in and strike
- Event Assets
 - 50x60 Structure Canopy w/10 foot legs, on concrete- use concrete ballast. Must be Navitrak compatible for city supplied custom printed gable.
 - Two 30x20 Structure Canopies w/10 foot legs, on concrete- use concrete ballast. Must be Navitrak compatible for city supplied custom printed gable.
 - 40x60 Structure Canopy w/10 foot legs, 60 feet sidewall
 - Eight 10x10 Canopies
 - Four 10x20 Canopies
 - Two 10x30 Canopies
 - Two 10x60 Canopies
 - Four 20x20 Canopies
 - Two 20x40 Canopies w/10 foot legs
 - ALL TENTS ON CONCRETE- WATER BARRELS OR CONCRETE BLOCKS. All tents must be clean, and white in color. Tents over 500 sq ft require fire extinguishers.
 - Twenty-five 20' sidewalls
 - Six 100 foot festoon lighting strings w/LED lamps
 - Four 72" Banquet Tables w/Table cloths
 - 50 White folding chairs
 - 30 Cable Ramps
 - 5000lb boom forklift
 - 25 KVA Generator with two spider boxes, 200 feet cable
 - 75 KVA Generator with 200 feet feeder, distribution box to supply six NEMA14-50 food truck outlets and two 30A Twist Lock food vendor outlets.
 - Two passenger Mule golf-cart
- Personnel
 - Vendor shall provide a minimum of 9 qualified operators at this stage for the entire event. A minimum of three audio technician, one video technician, one lighting technician, two followspot operators, one master electrician and one backline technician, plus one general technician to run sound, lighting, and special effects in the hay maze is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum heads as needed, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included. In addition, four stagehands are required to assist headliner at load in and again at load out each day, 4 hour calls. Vendor shall also supply overnight security to patrol site between 11PM and 8AM each night including night prior to opening.

LIGHTS OF ENNIS

Lights of Ennis, held in partnership with Lights of Ennis, is a festive holiday celebration featuring seasonal activities, a parade, and charming carriage rides. Taking place on weekends throughout December, this beloved event transforms downtown Ennis into a winter wonderland, drawing a historical attendance of 25,000 as families and visitors come together to celebrate the holiday spirit.

Lucky's Car Show and Toy Drive is a unique event that combines live music, classic cars, and a charitable fundraiser. Traditionally held on the second Saturday after Thanksgiving, this gathering unites car enthusiasts and the community to support a great cause. With a historical attendance of 2,500, the event showcases impressive vehicles while encouraging donations to benefit local children in need.

Operation Dates & Times (subject to change)

- Saturday after Thanksgiving: 11am-1pm Shop Small
- Thursday after Thanksgiving: 6pm-11pm Block Party
- Fri-Sat: 5pm-9pm Skating Rink
- Sunday: 2pm-6pm Skating Rink
- Fri-Sat: 5pm-9pm Snow Hill

Shop Small Minimum Requirements

- Talent – will be provided.
- Production - Provide four snow machines placed at four rooftop locations, with 24 gallons of snow fluid, timers to operate snow for 3 minutes on, 3 minutes off during caroling hours. Boom lift will be required to access snow machine locations on 2 and 3-story building rooftops.
- Personnel – Vendor shall provide a site manager to provide direction to talent and handle hospitality and payment for performers.

Block Party Minimum Requirements

- Production 1 (Gazebo)– Two powered speakers on stands and two subwoofers for energetic dance group performance, four wireless mics, ipod cable for tracks, six channel mixer, 16 battery uplights, 6 cold spark fountains, two light trees with four wash pars each for stage wash, 80 feet of black opaque pipe and drape with weighted bases for outdoor use, technician to run sound, lights, and effects.
- Production 2 (Snow)- Provide four snow machines placed at four rooftop locations, with 30 gallons of snow fluid, timers to operate snow for 3 minutes on, 3 minutes off during parade and block party hours. Boom lift will be required to access snow machine locations on 2 and 3-story building rooftops.
- Personnel – In addition to two stage technicians, a production manager shall be present to assist with changes/issues as they arise.

Lucky's Car Show and Toy Drive Main Stage Minimum Requirements –

- Talent –
 - Sound checks and load-in/out shall take place during a maximum of 30 minutes in between band performances. Vendor shall take the necessary measures to ensure this time schedule is adhered to.
 - Talent and booking fees if applicable shall be included in bid.
 - Talent fee not to exceed \$2,500.00 total with one entertainer.
- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Banner package and rear windwall.
 - Sound to reach up to 2000 people across approximately 30,000 square feet of outdoor space.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors.

Previous Year Sound and Lighting Detail:

- *Two ground stacked-array, each side consisting of two- 3-way column array speakers*
- *Two dual 21" Subwoofers*
- *32 Channel Digital Mixing console with wireless router and ipad*
- *Six 2-way stage monitor wedges*
- *Mics/Stands/Cables/Subsnakes/DI's for 8 piece band*
- *Eight LED wash par*
- *DMX Light Console*
- Backline

- Backline package suitable for support acts to minimize set change times. Backline shall include spares, cables, pedals, and common accessories.

Previous year Backline detail:

- *Ampeg SVT4-PRO*
- *Ampeg SVT-410HLF*
- *Two Fender Twin Reverb*
- *Four Guitar Stands*
- *Yamaha S80 Keyboard w/stand and pedals*
- *Tama Starclassic 5 piece drum kit, with hardware, throne, rug*
- *Sabian Cymbals package to include Hi-Hat, Splash, 2 x Crash, Ride, China*
- *Four 25 foot instrument cables*
- Power
 - 45KVA Generator w/ground rod, fire extinguisher, power distro, feeder, cable ramps as needed for Main Stage
 - Fuel for run of festival, including load in and strike
- Personnel
 - Vendor shall provide a minimum of three qualified operators at this stage for the entire event. A minimum of one audio technician, and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, assist with backline issues and replace drum heads as needed, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included.

Skating Rink Minimum Requirements

- Production- Four powered speakers flown from four corners of tent, mirrorball with motor and four pinspots flown from tent, eight LED wash lights with chase program flown from tent, four gobo projectors with rotating snowflake patterns flown from tent, microphone w/on-off switch, ipod cable, 4 channel mixer, two snow machines with timers to operate one minute on, three minutes off, and 30 gallons snow fluid (NOTE: Snow fluids MUST not contain soap, bubble bath, or glycerin- residual fluid is not permitted to make skating surface slippery!)
- Tent- Provide 50x60 Structure tent, with 10 foot legs, on concrete for three day skating rink operation. Tent should utilize concrete ballast.
- Personnel – Vendor shall provide technician for operating hours.

Snow Hill Minimum Requirements

- Production – Provide two truss uprights with sandbags and 8 LED wash pars to light snow hill, four gobo projectors with rotating snowflake gobos, two snow machines with 30 gallons of fluid and times to operate snow at 3 minute intervals.
- Snow Slide – Provide 10 foot tall by 30 foot long snow slide, including ice, blower, operator, and delivery, for three days
- Personnel – Vendor shall provide three slide attendants to assist with lifting tubes and managing crowds, plus a production manager to manage snow machines and provide breaks to slide attendants.

SUMMER CONCERT SERIES

The Summer Concert Series is a lively music event held in downtown Ennis, offering residents and visitors a chance to enjoy live performances in an energetic outdoor setting. Taking place once in June, July, and August, this seasonal series brings the community together for evenings of entertainment and relaxation. With an anticipated attendance of 1,500, the event provides a vibrant atmosphere to enjoy great music in the heart of Ennis.

Operation Dates & Times (subject to change)

- 07/16/2025: 6pm-9pm

- 08/20/2025: 6pm-9pm
- 09/17/2025: 6pm-9pm

Main Stage Minimum Requirements

- Talent – will be provided
 - 4-5 piece band
- Stage | Sound | Lighting.
 - A ground support stage with a minimum 20' x 20' footprint and a 24' x 24' rooftop, two 8x8 soundwings, steps, video wall support package
 - Rear windwall.
 - Sound to reach up to 1500 people across approximately 10,000 square feet of outdoor space.
 - LED Lighting package to include stage wash
 - Sound & lighting should be flown whenever possible.
 - Microphones (including wireless MC mic)/stands/boxes/cables/monitors.
 - Anticipated Sound and Lighting Detail:
 - Two ground stacked-array, each side consisting of one- 3-way column array speakers
 - Two dual 21” Subwoofers
 - 32 Channel Digital Mixing console with wireless router and ipad
 - Six 2-way stage monitor wedges
 - Mics/Stands/Cables/Subsnakes/DI’s for 5 piece band
 - Twelve LED wash par
 - DMX Light Console
- Power
 - 25KVA Generator w/ground rod, fire extinguisher, power distro, feeder, cable ramps as needed for Main Stage
 - Fuel for run of festival, including load in and strike
- Personnel
 - Vendor shall provide a minimum of two qualified operators at this stage for the entire event. A minimum of one audio technician, and one lighting technician is mandatory. Technicians must also be able to handle stage management, assist bands with equipment load in and strike, and handle power/staging issues as they arise. All stagehand labor and delivery drivers as required for installation, operation, and removal of equipment shall be included.

Key Events Schedule

Bid Release Date:	February 9, 2025
Deadline for Submittal of Questions:	February 26, 2025, 5:00pm
Sealed Bids Due to the City:	March 5, 2025, 1:00pm
Publication Date 1:	02/09/2025
Publication Date 2:	02/16/2025

*No Pre-Bid Meeting will take place. However, it is strongly encouraged that potential proposers should familiarize themselves with the locations and bid requirements prior to submission of a bid.

Invitation To Bid

Introduction

- A. Project Overview: The City of Ennis is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Scope of Services.
- B. Contract parties: The City of Ennis, may herein be referred to as “the City.” The person or company responding to the solicitation may herein be referred to as the “Proposer.”
- C. Questions: Following are contacts for questions as identified.
 - i. ITB Clarifications/Questions/Inquiries: All questions related to requirements or processes of this ITB should be submitted through the Question & Answers section of OpenGov.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum posted to City's OpenGov portal. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgment of Addenda: The Proposer shall acknowledge all addenda as part of their Proposal.
- D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ). The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission web page (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take

reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

ITB Withdrawals and/or Amendments

- A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
- B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

Bid Submittal Requirements

- A. Submittal Packet – Required Content: All bids must be electronically submitted through OpenGov.
- B. Submittal Deadline: The deadline for submittal of bids shall be as identified in the timeline for this project. It is the Proposer's responsibility to submit their Bid before 1:00 pm on Wednesday, March 5, 2025. No extensions will be granted and no late submissions will be accepted.
- C. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- D. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

Non Responsibility

The City of Ennis will award the contract for this project to the lowest responsible bidder. The City reserves the right to reject any and all bids. The City reserves the right to reject a bid for any one of the following reasons:

- 1. Lack of the necessary integrity, experience, qualifications, or financial capability to complete the project in the manner required by the bid documents.
 - 1. The City has the right to request information on the bidder's finances, equipment, personnel, and experience.
 - 2. Bidders may be required to show evidence that they have successfully completed an equivalent project (including in scope, size, or complexity) within the past three years to qualify for this work.
- 2. Inability to secure necessary insurance, bonds, or other financial assurances to comply with the City's requirements for contracts.
- 3. Prior contract defaults or, terminations for cause on an equivalent project.
- 4. Poor performance in execution of work under a previous City contract.
- 5. Any attempt to interfere with the competitive bidding process, including engaging in collusion or attempting to manipulate the procurement process.
- 6. Negative references from previous contracts, including issues related to quality of work, timeliness, responsiveness, or professionalism.
- 7. History of baseless litigation.
- 8. Suspension, debarment, or disqualification by federal, state, or local government agencies.
- 9. False statements, misrepresentation, or submission of fraudulent documentation in bid documents.
- 10. Violations of municipal, state, or federal laws, including labor, tax, safety, or environmental

- regulations.
11. Failure to provide a complete bid package in accordance with solicitation requirements.
 12. Use of subcontractors that do not meet the City's responsibility requirements.
 13. Subcontractor history of non-performance, contract default, or legal violations.

Contract Terms and Conditions

Delivery of Products and/or Services

- A. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- B. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- C. Title to Goods and Risk of Loss: For goods to be provided by Proposers 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 the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer- employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or scope on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Bid on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules,

and regulations.

Financial Responsibility Provisions

- A. **Insurance**: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. **Indemnification**: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Commission members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.
- C. **Bond Requirements**: Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - ii. A surety bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

Proposal Evaluation and Contract Award

- A. **Bid Evaluation and Contract Award Process**: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all bids to determine which Bid provides the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price option, the reputation of the Proposer and of the Proposer's goods or services; the quality and design of the Proposer's goods or service, the extent to which the goods and service meet the municipality's needs; the past relationship with the municipality, the total long-term cost to the municipality to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. Should the City award this contract, it shall award it to the responsible Proposer whose bid is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the ITB.
- B. **Completeness**: If the Bid is incomplete or otherwise fails to conform to the requirements of the ITB, City alone will determine whether the variance is so significant as to render the Bid non-

responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Bid may be considered for award.

- C. Ambiguity: Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in the "Scope of Services" or "Proposal" sections of this ITB, the ITB Section shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this ITB.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements bid or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this ITB, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Ennis for cause:
 - i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii. The successful Proposer violates any of the provisions of these specifications; or
 - iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v. If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the City of Ennis may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. When the contract has been so terminated by the City of Ennis, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Standard Terms & Conditions

Funding

Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

Altering Bids

Bids shall not be altered or amended after the time of opening. Any alterations made before opening occurs must be initialed by the Proposer or his/her authorized agent. No bid may be withdrawn after opening without approval and based upon the submission of a written and acceptable reason.

Contract

This Bid, when properly accepted by the City, along with the City's standard terms and conditions shall constitute a binding contract between the successful Proposer and the City. The City may delay acceptance of bids for thirty (30) days from the date of opening. No additional terms will apply or become a part of this Contract except for Change Orders that are approved by the City.

Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All Change Orders must be approved in writing by the City.

Prices

Bid prices must be firm for the duration of the contract. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; do not include tax in the Bid. Unit price should reflect all charges, including transportation or freight costs. Proposer shall bid Unit Price on quantity specified, extend, and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increases will not be considered. Successful proposers shall be required to provide a W-9 Taxpayer Identification Number and Certification.

Reduced Prices

If during the term of the Contract, the successful Proposer's net prices to other customers for services provided hereunder are reduced below the contracted price, the successful Proposer understands and agrees that the price reduction shall be extended to the City. The City shall not be required to request the price reduction.

Delivery

All delivery charges are to be included in the Bid Price.

Ethics

The Proposer shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

Exceptions/Substitutions

Exceptions and substitutions to the specifications shall not be considered.

Laws

Bids must comply with all federal, state, and local laws concerning types of products specified.

Materials

The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Minimum Standards for Responsible Proposers

A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

Documentation

Proposer shall provide with this bid, all documentation required by this Specification. Failure to provide information specifically requested may result in rejection of the bid. If items being proposed are of a vehicle or equipment nature, the Vendor shall complete all title paperwork and provide a complete set of repair manuals for each different type of vehicle or equipment.

Term of Contract

This Contract shall remain in effect until the end of the term of the Contract, until acceptance of performance or services ordered or until terminated by either party with thirty (30) days written notice to the other party. However, the successful Proposer must state the reasons for such termination.

Default

The City reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event the successful Proposer defaults on this Contract. Default includes:

1. Inability to meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Failure to otherwise perform in accordance with these terms, conditions, or specifications of the Contract.

No party shall be in default under the Contract until notice of the alleged failure of the party to perform has been given in writing and until the party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the alleged nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). If the successful Proposer fails to cure the alleged failure to perform with the time indicated in the written notice from the City, then the City may terminate the Contract.

Notice

Any notice required by this Contract (or required by law at the address so provided) to be given to any party shall be deemed to have been received when personally delivered or 72 hours after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient

postage affixed thereto, addressed to the party at the address so provided.

Purchase Order

A purchase order shall be generated by the City to the successful Proposer. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Each Invoice

Each Invoice shall be numbered and shall show

- a. name and address of the successful Proposer,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

Payment

Payment will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

Items

Items, if any, supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Proposer at the next service date, at no expense to the City. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the Owner's expense at the discretion of the City.

Services and Supplies

Services and supplies under this Contract shall be subject to the City's approval. Services or supplies found defective or not meeting specifications shall be promptly corrected at no expense to the City.

Supporting Information

The successful Bidder shall warrant that all items/services shall conform to the Specifications. When requested by the City, proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications. Failure to include supporting information specifically requested may be cause for rejection of the Bid.

- a. **Warranty** – Include warranty information with the Bid. Warranties may be a consideration of Bid Evaluation. Only standard pre-published warranties will be considered.
- b. **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

Applicable Law and Venue

This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

Equal Employment Opportunity

The successful Proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex,

handicap, or national origin. The Proposer shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

Assignment

The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part.

Silence of Specification

The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

Proposal Bond

Required when stated in ITB.

Performance Bond

Required when stated in ITB.

Proprietary Information

The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable state and federal laws, regulations, and policy of this jurisdiction.

Nonresident Proposers

Texas State Law requires that the City give preference to Texas Resident Proposers at an amount that a Texas Resident Proposer would be required to underbid a Nonresident Proposer in order to obtain a comparable contract in the State in which the Nonresident's principal place of business is located. Preferences may or may not apply, but will be enforced as prescribed in Texas Government Code Chapter 2252, Subchapter A. Proposers must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that Proposer. Certification is included in the Proposal Affidavit to follow.

Subcontracting

The awarded vendor shall not subcontract without the written approval of the City.

Independent Contractor

The successful Proposer is and shall be deemed an independent contractor of the City. The Contract shall not be deemed as creating a joint venture between the parties.

Inclement Weather

The following is only valid in Invitations to Bid where in-person submittal or hard copies will be considered for this ITB.

In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend the deadline.

Interlocal Agreements and Piggybacking

The City acknowledges the existence of interlocal agreements with other government entities and is committed to fostering collaborative efforts to streamline procurement processes. The City recognizes the benefits of piggybacking on contracts that have been competitively solicited and awarded by other jurisdictions. In accordance with applicable laws and regulations, The City of Ennis hereby provides explicit consent to piggyback on existing contracts with your company, subject to the terms and conditions outlined in the respective interlocal agreements and with the written approval of your organization as the vendor.

Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

- NONE

Pricing

Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

ENNIS SPECIAL EVENTS PRICING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
1	Bluebonnet Festival	1	Total Cost of Event			
2	Cinco De Mayo	1	Total Cost of Event			
3	National Polka Festival	1	Total Cost of Event			
4	Blues on Main	1	Total Cost of Event			
5	Freedom Fest	1	Total Cost of Event			
6	Autumn Daze	1	Total Cost of Event			
7	Lights of Ennis	1	Total Cost of Event			
8	Summer Concert Series	1	Total Cost of Event			
TOTAL						

Proposal

Cost Breakdown*

Please provide the full breakdown of your pricing as submitted for this Proposal.

*Response required

References*

Proposer shall provide **four (4)** references where Proposer has performed similar to or the same types of services as described within this RFP. Proposer shall include the following with each individual reference:

- Client/Company Name
- Contact Name at Client/Company
- Title of Contact
- Phone Number of Contact
- Email Address of Contact
- Date of Work/Service(s) Provided
- Scope of Work/Service(s) Provided

*Response required

Contract Release*

In the past 5 years have you ever been released from a contract with or without cause? If so please provide the company's name, project name and a good contact number for the project lead.

*Response required

Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of [Your City Name] is required to give preference to Texas Resident Proposers. This preference applies to the extent that a Texas Resident Proposer would need to underbid a Nonresident Proposer to obtain a comparable contract in the state where the Nonresident's principal place of business is located.

To comply with this requirement, all Proposers must certify whether they are a Texas Resident Proposer or a Nonresident Proposer. Failure to provide this certification on the provided response forms will result in disqualification of the Proposal.

The Proposer certifies that their principal place of business is located within the State of Texas.

The Proposer certifies that their principal place of business is located outside the State of Texas.

*Response required

Emergency Business Services Contact Notice*

During a natural disaster, or homeland security event, there may be a need for the City of Ennis to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the Proposer's emergency contact information remains current. City shall be provided in writing with any change to a contact name or phone number of these emergency contacts.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The Proposer shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Ennis procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The Proposer shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below:

- Business Name
- Contract#
- Description
- Primary Contact Name
- Primary Contact Phone Numbers
- Primary Contact Email Address
- Secondary Contact Name
- Secondary Contact Phone Numbers
- Secondary Contact Email Address
- After Hours Emergency Opening Fee (if applicable)

*Response required

VERIFICATION REGARDING ENERGY COMPANY BOYCOTTS*

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

*Response required

VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITY OR TRADE ASSOCIATION*

To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

*Response required

CERTIFICATIONS REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL*

To the extent this Agreement constitutes a contract for goods or services for which a written verification

is required under Sections 2252.151-.154 Texas Government Code, Consultant hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Consultant and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Contract. For purposes of this Contract, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing certification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott Israel” shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

*Response required

CERTIFICATION REGARDING CRITICAL INFRASTRUCTURE*

Consultant hereby certifies that it will not be granted direct or remote access to, or control of, critical infrastructure, as defined by Section 2275.0101(2), Texas Government Code, in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled 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. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, as defined in Section 2275.010(3).

The foregoing certification is made solely to comply with Chapter 2275, Texas Government Code, as amended.

Please confirm

*Response required

Form CIQ*

Please download the below documents, complete, and upload.

- [Form CIQ.pdf](#)

*Response required

Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

*Response required

Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Please confirm

*Response required