



REQUEST FOR PROPOSAL

RFP No.721-2010 Comprehensive Special Event Services

Bid Submittal Deadline: [Thursday, March 12, 2020 at 2:30 P.M. CST](#)

Pre-Proposal Conference: [Wednesday, February 19, 2020 at 9:00 A.M. CST](#)

Deadline for Questions: [Monday, February 24, 2020](#)

The University of Texas at Austin
Office of University Events

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REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas at Austin is the largest academic component of The University of Texas System, a Tier One (1) research university, and home to more than 50,000 students and 24,000 faculty and staff members.

The University of Texas was established by the state legislature in 1881; by popular vote, the Main University was located at Austin and the Medical Branch at Galveston. The Austin campus was opened in September, 1883, with a faculty of eight (8) and a student body of 218. The central campus has grown from 40 to more than 360 acres, while the student body has increased to about 38,000 undergraduates and 12,000 graduate students. In 1967, with the creation of The University of Texas System, the name of the Main University was changed to The University of Texas at Austin.

Through teaching, research, and public service, the University's activities support its core purpose:

To transform lives for the benefit of society through the core values of learning, discovery, freedom, leadership, individual opportunity, and responsibility.

University students represent both the diverse population of the state and the full range of contemporary scholarship: an undergraduate may choose courses from more than 160 fields of study while pursuing any of more than 100 majors. Undergraduate study is supported by extensive mainframe and microcomputer facilities and by one of the largest academic libraries in the nation. Students also benefit from the broad range of scholarly and technical research conducted by the faculty and the research staff.

The city of Austin, with a population of about one (1) million, is a relaxed and cosmopolitan setting for the University. The city is home to respected professional communities in theatre, dance, art, and music offering a wide range of cultural events. Students may also take part in recreational activities made possible by the temperate climate and Austin's location in the Hill Country of central Texas.

The University is accredited by the Southern Association of Colleges and Schools and is one of three Southwestern members of the Association of American Universities.

1.2 Background and Special Circumstances

The Office of University Events (“**University Events**”) produces and creates special events (“**Events**”) throughout the year for The University of Texas at Austin (“**University**.”) These one-time special events are produced on behalf of the University's President, Vice Presidents, and Deans, involving high profile donors and special guests. Events include building dedications, galas, donor recognition programs, high-profile ceremonies, meetings, receptions and dinners and may be held in traditional or non-traditional settings.

Depending upon the occasion, attendance at Events can range from fewer than twenty (20) to several thousand guests. Events may be held indoors or outdoors and production services will vary with the unique purpose of each event. University needs service

providers who can provide the full scope of required production services on an “as needed” basis to support the University’s Events schedule.

1.3 Objective of Request for Proposal

The University of Texas at Austin (“**University**”) is soliciting proposals in response to this Request for Proposal RFP No. 721-2010 (this “**RFP**”), from qualified vendors to perform work (“**Work**”) more specifically described in **Section 5** (Scope of Work) of this Request for Proposal. University needs comprehensive and fully-integrated event production services (“**Services**”) including:

1. Producer Services, Production Management, and Expertise;
2. Video Production Services (including multi-camera broadcast for live streaming and/or image magnification, teleprompting, and archival recording);
3. Theatrical Lighting Services (including intelligent lighting systems);
4. Audio Production Services;
5. Event Staging and Rigging Services (including standard and customized platforms, trusses, rigging, ramps, railing, skirting, carpeting, etc.);
6. Stage Properties Rental Services (including non-projection scenic elements, backdrops, lecterns, furniture, rugs, plants, etc.); and
7. Creative and Design Services to support all program elements; and
8. Other Related Services.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until the following “**Submittal Deadline**”.

Thursday, March 12, 2020 at 2:30 P.M. Central Standard Time (CST)

NOTE: A public opening of responses will not be conducted for this RFP.

2.2 RFP Points of Contact Information

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this section on or before **Monday, February 24, 2020 (Question Deadline)**, or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.8**.

Interested parties may direct questions about this RFP to:

RFP Contact: Michelle Jones
Email: purchasing-rfp@austin.utexas.edu

HUB Contact: Tiffany Dockery Gibson
Director, HUB Program
Phone: (512) 471-2851
Email: uthub-hsp@austin.utexas.edu

Proposer shall make no contact concerning this RFP with other University personnel, except as permitted by the points of contact listed above.

2.3 Schedule of Events

University reserves the right to change the dates as shown below.

Event	Date and Time
Date RFP Issued	Tuesday, February 11, 2020
Pre-Proposal Conference	Wednesday, February 19, 2020 at 9:00 AM CST
Deadline for Questions/Inquiries	Monday, February 24, 2020
Questions and Answers Document Posted	Thursday, February 27, 2020 (Estimated)
Proposal Submittal Deadline	Thursday, March 12, 2020 at 2:30 PM CST

2.4 Pre-Proposal Conference

University will hold a pre-proposal conference at 9 A.M., CST on Wednesday, February 19, 2020 in the Zlotnik Family Ballroom located within Robert Rowling Hall (managed by The University of Texas at Austin AT&T Hotel and Conference Center (<https://meetattexas.com/meetings/floor-plans>)). The pre-proposal conference will allow Proposers an opportunity to ask University’s representatives relevant questions and clarify

provisions of this RFP. **University highly recommends attendance at the pre-proposal conference.**

The pre-proposal conference will be held at the address listed below:

Zlotnik Family Ballroom (located within Robert Rowling Hall and managed by the
AT&T Hotel and Conference Center)
300 W. Martin Luther King, Jr. Blvd
Austin, TX 78705

The Zlotnik Family Ballroom can be accessed from the Rowling Hall parking garage elevators B5 and B6, located beneath Rowling Hall. The elevators open out to the service lobby.

Entrance to the Rowling parking garage is available from W. 20th Street, just to the east of Guadalupe Street. <https://parking.utexas.edu/parking/garages/rowling-hall-garage-rhg>

Parking on and around campus can be limited. To ensure arrival, allow adequate time for parking and travel. Reference **APPENDIX FOUR** for campus maps.

2.5 Questions

University instructs interested parties to submit all questions regarding this RFP in writing, to the points of contact listed in **Section 2.2**. The deadline for submitting questions regarding this RFP is listed in **Section 2.3**. Questions submitted will be answered at the sole discretion of the University in a “Question and Answer” document that will be posted as an amendment to the RFP. Only answers provided in writing by the University will be considered official. All questions should, to the degree possible, cite the specific RFP section and paragraph number(s) to which the question refers.

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

2.6 Addendum

An Addendum shall be posted when an addition or correction is required after the RFP is issued. Proposers are responsible for periodically checking the University website for Addenda or additional information. Proposers are required to acknowledge the Addendum by signing and returning the Addenda Checklist with their Response (ref. **APPENDIX ONE – Section 4**).

2.7 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that meets or exceeds the requirements of this RFP and is the most advantageous to University. Contractor means the successful Proposer under this RFP.

Proposer is encouraged to submit a proposal offering the maximum benefit to University in terms of (1) service, (2) total overall cost and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.7.1 Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses;
- B. Ability of University to comply with laws regarding purchases from persons with disabilities; and
- C. Proposer’s exceptions to the terms and conditions set forth in **Section 4** of this RFP.

2.7.2 Scored Criteria

The intent of University is to award a contract to the vendor whose proposal is considered to be the best value to the State. The University will evaluate based on the following criteria and assign a total score for each Response using the following best value and score criteria.

Best Value Criteria

1	Price;
2	The total long-term cost to the institution of acquiring the vendor's goods or services;
3	The reputation of the vendor and of the vendor's goods or services;
4	The vendor's past relationship with the institution;
5	The quality of the vendor's services;
6	The extent to which the services meet the institution's needs; and
7	Any other relevant factor that a private business entity would consider in selecting a vendor.

The following criteria and weighting below will be applied in evaluating the proposal.

RFP Specific Scored Criteria:

A. Cost	25%
B. Vendor Experience	20%
C. Quality of Services	25%
D. Project Deliverables	15%
E. Producer Services, Production Management and Expertise	15%
Total:	100%

When considering ‘best value’ and award, the University reserves the right to set a minimum score requirement regarding the Best Value Criteria listed in the table above.

2.7.3 Evaluation for a Single Response

If only one (1) Response is received in response to the advertised RFP or only one (1) Response passes the Initial Responsiveness Screening, the University will review the Response for compliance with specifications, identify any areas of non-compliance, and if applicable, identify questions that need to be asked of the Proposer to clarify the Response. The Response must meet all required technical specifications.

2.8 Historically Underutilized Businesses

2.8.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (“**HUBs**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.8** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.8.2 **University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities [are probable](#) under this RFP.**

2.8.3 A HUB Subcontracting Plan (“**HSP**”) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by [§2161.252, Government Code](#).*

*Questions regarding the HSP may be directed to the contact listed in **Section 2.2**.*

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing, and* (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

2.8.4 *At the same time Proposer submits its proposal (no later than the Submittal Deadline (ref. **Section 2.1**)), Proposer must submit the following HUB materials (“HUB Materials”):*

- (a) **One (1) complete original paper copies of Proposer’s HSP, and**
- (b) **One (1) complete electronic copy of Proposer’s HSP in a single .pdf file on the USB flash drive**

Proposer’s HUB Materials (“**HSP Envelope**”) must be packaged and shipped independent of the proposal (as instructed in **Section 3.2**) and labeled as indicated below:

2.8.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.8.4.2 Name and the return address of Proposer, and

2.8.4.3 Phrase “HUB Subcontracting Plan.”

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

NOTE: The requirement that Proposer provide the HSP under this section is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

2.8.5 University will offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. Details will be provided at the Pre-Proposal Conference (ref. **Section 2.4**). Proposer may contact University’s HUB office directly to request an appointment. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.8**.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit the following copies of the RFP proposal:

- A. One (1) complete paper copy of its *entire* proposal,
- B. One (1) USB Flash Drive with two (2) separate copies. The USB flash drive must include a protective cover and be labeled with Proposer's name and RFP number. Include:
 - One (1) *complete electronic copy of its entire proposal in a single .pdf file.*
 - One (1) *electronic copy of its proposal in a single .pdf without pricing relative to **Section 6.***

A *manual* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **APPENDIX ONE – Section 2**) of the submitted paper copy of the proposal.

3.2 Submission

Sealed Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) and delivered to:

The University of Texas at Austin
Purchasing Office
1616 Guadalupe St.
UTA Building, Suite 3.302
Austin, Texas 78701
Attn: Michelle Jones

NOTE: Show the Request for Proposal number, title, submittal date and time in the lower left-hand corner of sealed bid envelope (box/container).

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

****University will not accept proposal submitted by email, telephone, or FAX transmission.**

The Request for Proposal response **must** be received in the University of Texas at Austin Purchasing Office prior to the due date listed on the first page of this solicitation. The proposals will be time, date stamped, and secured for the proposal opening. Any Proposals received after the specified time will not be considered under any circumstance and will be returned to sender unopened.

****Due to the construction and parking restrictions, Respondents should ensure that an adequate lead time is given to allow sufficient time for the RFP to be delivered.**

****If delivering by mail or parcel service: Respondents should ensure that an adequate lead time is given to account for delays in delivery.**

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Terms and Conditions (ref. **Section 4** and **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Submission Requirements (ref. **Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- A. Specifications and Additional Submission Requirements (ref. **Section 5**);
- B. Terms and Conditions (ref. **Section 4** and **APPENDIX TWO**);
- C. Proposal Requirements (ref. **APPENDIX ONE**);
- D. Notice to Proposers (ref. **Section 2**).

3.5 Submittal Checklist

Proposer is instructed to submit, sign, and return a complete hard copy of the following documents as a part of its proposal. The RFP should be organized in the order as listed below. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal.

3.5.1 Signed and Completed Execution of Offer
(ref. **APPENDIX ONE – Section 2**)

3.5.2 Responses to Proposer's General Questionnaire
(ref. **APPENDIX ONE – Section 3**)

3.5.3 Signed and Completed Addenda Checklist
(ref. **APPENDIX ONE – Section 4**)

3.5.4 Responses to Questions and Requests for Information in the Specifications and Additional Submission Requirements section
(ref. **RFP Section 5**)

3.5.5 Signed and Completed Pricing and Delivery Schedule
(ref. **RFP Section 6**)

- 3.5.6** Pricing and Rate Sheets for Equipment, Services, and Labor and any other applicable documents as listed in **Section 6**
(ref. **RFP Section 6**).
- 3.5.7** Detailed Project Plan and Cost Breakdown of Sample Event Scenario listed in **APPENDIX FIVE** with and without pricing
(ref. **APPENDIX SIX**)
- 3.5.8** One (1) flash drive with two (2) separate files as listed below:
(ref. **RFP Section 3.1**)
- A. One (1) complete electronic copy of entire proposal, including the manually signed pages, in a single .pdf file; and
 - B. One (1) electronic copy of proposal in a single .pdf file without pricing relative to **Section 6**.
- 3.5.9** Signed and completed original of the HUB Subcontracting Plan or other applicable documents in a separate package
(ref. **RFP Section 2.8** and **APPENDIX THREE**).

SECTION 4

TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 4.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

NOTE: Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.

- 4.1** If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions with proposal. Proposer must label exceptions as **Section 4.1** in the proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL SUBMISSION REQUIREMENTS

5.1 General

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.7**, **Contractor** means the successful Proposer.

Any agreement resulting from this RFP will cover all service packages as described in this RFP. As specific program elements may change, or as necessitated by technological advances in equipment, University reserves the right to add or remove any equipment and services as needed.

Contract Term: University intends to enter into an agreement with the Contractor to perform the Work for an initial three (3) year base term, with the option to renew for two (2) additional two (2) year renewal periods, upon mutual written agreement of both parties.

Approval by the Board of Regents: No Agreement resulting from this RFP will be effective for amounts exceeding two million five hundred thousand dollars (\$2,500,000) until approved by the Board of Regents of The University of Texas System.

Multiple Awards: The scope of future programs, in combination with density of the demanding event schedule, may require several Contractors to provide Services simultaneously. The expectation is that one (1) Contractor will provide Services per event, but there may be multiple events occurring at the same time. Therefore, University reserves the right to make multiple awards against this RFP. University reserves the right to determine which Contractor will provide services for specified programs and can make adjustments as needed during the term of the Agreement.

No Required Quantities or Minimum Amounts: No minimum quantities or minimum dollar amounts are guaranteed or implied. Any agreement that results from this RFP will be a blanket purchase agreement. Work will be requested by University on an as-needed basis.

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- A. Demonstrated record of providing full production services for at least five (5) years as an established company (ref. **Section 5.10, Question 3 and 4**).
- B. Demonstrated record of providing similar services in both indoor and outdoor setting (ref. **Section 5.10, Question 4 and 5**).

5.3 University Responsibilities

University will:

- A. Provide Contractor with appropriate point(s) of contact to facilitate Work.

- B. Respond to Contractor's inquiries in a timely manner.
- C. Provide schedule(s), location(s), security and building access, etc. needed to facilitate Work.

5.4 Contractor Responsibilities

- A. Upon request by University Events, Contractor must provide written estimates for equipment and/or services to be utilized. Estimates must be approved by University before services and equipment can be delivered.
- B. Prior to providing estimate for Work, Contractor is required to make a minimum of one (1) site visit prior to the setup of each program to determine logistical and technical issues.
- C. When providing an estimate for Work, Contractor must provide or arrange for any supplemental support equipment (scissor lifts, man lifts, forklifts, etc.) required for the preparation and execution of Services.
- D. Contractor is responsible for determining and providing all equipment, personnel, etc. needed for the complete setup, with exact arrangement to be determined in cooperation with University Events.
- E. Contractor must provide a schedule of estimated personnel and hours as part of Work estimate, including all necessary cartage and labor for load-in, set-up, focus, rehearsals, event operation, strike and load-out. Contractor's crew must include all personnel necessary for event.
- F. Contractor must employ, train, and supervise an adequate staff to provide efficient, dedicated, prompt and courteous service to all University Events requests. Contractor staff and management must be qualified with the technical and business expertise necessary to provide Services (ref. **Section 5.5.9**).
- G. Contractor must work with University staff and other technical services providers to facilitate setup operation, and teardown of all equipment necessary to support Event. Contractor must interact and consult as required with the University Events team members providing other services, as applicable.
- H. Contractor must specify and communicate details of electrical loads, locations and connector types to the University's Project Management and Construction Services ("**PMCS**") for power hookups (i.e. power distribution and cable runs, etc.).
- I. Contractor must furnish all labor, insurance, supervision, equipment and incidentals necessary for the provision of Work to University.
- J. Contractor must obtain and keep current all licenses required to fully perform the Services under City, County, State, and Federal law.
- K. Contractor must operate during all hours necessary to support Event activities on University premises.
- L. Contractor must be able to provide Services and equipment for both indoor and outdoor productions. Some outdoor programs are located on or adjacent to historic University buildings and working offices. The setup must be temporary, and the

installation, operation, maintenance, and removal of all equipment must not cause structural damage or visible changes to University. Should such damages occur, Contractor will be responsible for restoring any such site to a condition satisfactory to University.

- M. Contractor will be responsible for damages resulting from equipment failure that may cause personal injury to an individual or to University property.
- N. Contractor equipment must be in complete working order. Contractor must include backup systems as required by University for each event.
- O. Contractor must provide required weather protection supplies and materials. Any equipment specified for use in support of outdoor programs must be appropriate for outdoor use.
- P. Contractor services must include cable management supplies and materials as required.
- Q. Prior to the scheduled event, installation and preparations must be substantially complete by the time of the first scheduled rehearsal.

5.5 Scope of Work

This scope of work is intended to outline the general services required to perform Services. Contractor must provide professional, comprehensive and fully-integrated event production Services to University on an “as needed” basis to support the University’s event schedule at various locations. The schedule will include programs that are held indoors and outdoors in both conventional and non-conventional spaces.

Comprehensive services will include the following:

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

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

5.5.2 Video Production Services (including multi-camera broadcast for live streaming and/or image magnification, teleprompting, and archival recording); services and equipment will include, but may not be limited to:

- LED Video Walls (of varying shapes, sizes, and dimensions)
- High Definition Video Projectors
- Projection Screens
- Video Monitors
- High Definition Camera Packages
- Camera Jib Arm Systems

- Complete Playback Systems (including computers)
- Complete Switching Systems (including Camera and Graphics Support)
- Media Servers
- Complete Archival Recording Systems
- Associated cabling and specialty equipment

5.5.3 Theatrical Lighting Services (including intelligent lighting systems); services and equipment will include, but may not be limited to:

- Theatrical Lighting Fixtures and Packages (stage, scenic, house, pre-function, etc.)
- Robotic Theatrical Lighting Fixtures
- Programmable consoles
- Lighting Design Services
- Associated dimmers, cabling and specialty equipment

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

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

5.5.5 Event Staging and Rigging Services; services and equipment will include, but may not be limited to:

- Standard and Customized Stage Platforms
- Associated Ramps and Railings
- Box Trusses and Rigging Systems (including flown elements)
- Drapery Systems (stationary and moving)

5.5.6 Stage Properties Rental Services (non-projection scenic elements); services and equipment will include, but may not be limited to:

- Scenic Walls
- Custom Backdrops and Scenic Elements
- Lecterns
- Chairs and other Stage Furniture
- Stage Dressing Services (skirting, truss or pole sleeves in multiple colors, carpeting, plants)
- Streamer/Confetti Cannons
- Rugs, Carpeting, or Custom Painting

5.5.7 Computer Aided Design (“**CAD**”) Services; services and equipment will include, but may not be limited to:

- Stage Layout and Design Drawings
- Renderings of Suspension and Rigging Elements
- Renderings of Electrical Distribution Points
- Renderings of Seating Plans

5.5.8 Supplemental Creative and Design Services that Contractor may have available to support non-common program elements. Possible resource services may include:

- Graphics Animation Services
- 3-D Building Mapping for Projection

5.5.9 Labor Services, Staff, and Training

Contractor must provide labor services to include, but not limited to the following below.

- A. Contractor must employ, train, and supervise an adequate staff, specialists, and technicians to provide efficient, dedicated, prompt and courteous service to University. Staff and management must be qualified with the technical and business expertise necessary for all events.
- B. Contractor must ensure that all staff assigned to Work are continually trained in the operation of all technical systems used to provide Services.
- C. All persons working on site will be a direct employee or subcontractor of Contractor and will be covered by all insurance requirements specified by University.
- D. Contractor must provide adequate expert labor for delivery, rigging, setup, execution, operation, and teardown of all equipment, execution of all live-streaming, production and creative services.
- E. Contractor will ensure that all staff assigned to work with University have up to date training in the operation of all technical systems used to provide Services.
- F. Contractor must ensure all staff adhere fully to University safety regulations in execution of the Services and must maintain a safe working environment.
- G. Contractor and all of its Subcontractors shall comply with all applicable laws, regulations, consensus standards, and best work practices of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.
- H. Contractor must include all other labor costs including required travel expenses.

5.6 Change Management

Contractor must provide a contingency plan (at no cost to the University) to address staffing, weather, and/or equipment deemed by the University to be inadequate or inappropriate.

University may require changes based on dynamic programmatic needs and will bear the financial responsibility for those changes and adaptations.

In the event changes are required in Production Management Services due to changes in personnel, Contractor shall notify the University in writing and provide qualifications of any new Production Manager.

University will have the right to review, approve, and remove Contractor personnel during the term of the Agreement. University may evaluate any Contractor team members and request new team members.

5.7 Criminal Background Checks

Each individual who is assigned to perform Services under the Agreement will be an employee of the Contractor or an employee of a permitted subcontractor engaged by the Contractor. Contractor is responsible for the performance of all individuals performing the Services. Prior to commencing the Services, Contractor will (1) provide University with a list ("**List**") of all individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

5.8 Insurance

Contractor will provide insurance equal to or greater than the required amount listed in **APPENDIX TWO – Section 11** prior to start of Services.

5.9 Pricing and Invoicing

When Services are needed, University will submit a request to the Contractor(s) either in writing or by phone with detailed specifications of Services. Specifications will include initial site meeting, response timeframe, delivery timeframe, delivery locations, and any other information needed for Contractor to provide an accurate quote. Contractor will respond to request as soon as possible. Contractor will submit a quote in writing to include at the minimum a list of equipment, labor pricing, and delivery timeframe. Quote must be approved by University before commencement of Work.

Upon successful completion of Services, Contractor will submit a detailed invoice(s) to University. Contractor's invoices must include a breakdown of Work completed. All invoices must be approved by University.

5.10 Additional Submission Requirements Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal. Proposer should reference the item number and repeat the question in its response.

Vendor Experience (20%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Work described in this RFP.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with the University in the past five (5) years? If "yes," state department name, department contact, and provide dates and a brief description of work performed. If "no", briefly describe any experience Proposer has with other universities or State of Texas agencies for work similar in size and scope to that described in this RFP.
 3. Provide the original date of Proposer's establishment as an event production company. Describe other pertinent experience, not included above, demonstrating that Proposer's firm is best suited to perform the work described in this RFP.
 4. Provide a narrative description of two (2) programs, one (1) indoor and one (1) outdoor program, for which Proposer has provided similar services in the past five (5) years. Include documentation demonstrating the variety, scope and breadth of those programs (such as photos, link to website, videos, etc.).
 5. Provide a comprehensive list of additional programs, similar in size and scope of this RFP, for which Proposer has provided similar services during the past five (5) years. Include program dates, customer name, and description.

Quality of Service (25%)

6. Describe Proposer's service approach to the SOW in **Section 5**. Describe Proposer's approach for each of the required services. Describe any unique benefits to University in doing business with Proposer.
7. Provide a Sample Event Proposal as detailed in **APPENDIX FIVE**. Provide a project plan without pricing.

Note: Pricing is requested in **Section 6**.

Project Deliverables (15%)

8. Provide drawings as detailed in **APPENDIX FIVE – Item 7.B**.

Producer Services, Production Management and Expertise (15%)

9. Provide the name and qualifications for any individual(s) who would serve as PM(s) and lead producer(s) for Services outlined in this RFP. Include the individual's number of years and scope of experience, and any special qualifications and related expertise that demonstrate relevant work experience.

10. Provide a list of Proposer's core production team members who would support specific areas of expertise for the proposed services. Include the individual's name, role and responsibilities, years of experience, and related credentials.
9. Describe Proposer's network of resources for securing specialized services and accompanying production specialists (non-standard services such as pyrotechnics, customized drapery, specialized scenic walls, etc.) that are not a part of Proposer's current production services.
10. Describe Proposer's plan for managing and mitigating potential equipment failures, staffing issues, and any other emergencies during an event. Include:
 - Back-up systems Proposer will have in place in the event of primary systems failure
 - Plan for backup staffing
 - Unexpected weather/rain
11. Describe how Proposer's firm will resolve any complaints, issues, or challenges. Describe Proposer's problem resolution process for customer complaints and concerns. Describe Proposer's approach to identifying, addressing, and remedying issues. Include Proposer's approach to change orders.
12. Describe in detail how Proposer will perform background checks on all employees/workers that will be on University campus to ensure compliance of **Section 5.7**. Indicate whether background checks are conducted by Proposer or a third party.
13. Generally, how far in advance of an event does Proposer need to final order details? Describe the average response time for an account manager/PM to respond to initial requests. Describe any dependencies (e.g. number of attendees, type of equipment, type of event, time of year, etc.) that would affect the timeline. Describe Proposer's plan to facilitate to ensure that service is not interrupted.

5.5 Additional Provisions Specific to this RFP

- 5.5.1 By signing the Execution of Offer (ref. **APPENDIX ONE – Section 2**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX EIGHT**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at <https://www.ethics.state.tx.us/filinginfo/1295/>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas at Austin

Ref.: Comprehensive Special Event Services

RFP No.: 721-2010

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the Work identified in this RFP.

6.1 Pricing for Work and Expenses

Proposer must provide pricing for the Events scenario in **APPENDIX FIVE**. Pricing provided below must match Proposer's Total Cost in **APPENDIX SIX**. This is for evaluation purposes in addition to **Section 6.2**. Also indicate if Proposer applied any discount for services and equipment.

A. Total Cost of Events Scenario: \$ _____

6.2 Pricing Sheets, Rate Sheets, and Equipment Rentals

Proposer must provide a Pricing Sheet and Rate Sheet for equipment, services, and labor. Also indicate below any discount Proposer offers for services and equipment. Note that any equipment, services, and rates are an estimate and may change throughout the contract.

A. Product Pricing Sheet and Rate Sheet.

B. Discount Off Product Pricing Sheet: _____%

Explain any and all discounts provided to University.

C. Pricing Sheet with Hourly Rates for all Levels of Technical Staff. Include standard hourly rates and applicable overtime/holiday rates for all staffing levels.

6.3 Pricing for Other Services

Proposer may also include price lists for other available services and equipment that may not be mentioned or reflected in this RFP or Scenario. These other services and equipment may or may not be utilized by University but pricing is requested.

6.4 Contract Renewal Period

University, in its sole discretion, may renew the resulting contract for two (2) additional two (2) year periods. To allow for any standard cost increases during each renewal period, Proposer may provide a not-to-exceed percentage below. Approval of any increases are at the sole discretion of the University.

- A. Renewal Period 1: _____%
Proposer must base percentage increase off original contract.

- B. Renewal Period 2: _____%
Proposer must base percentage off the first renewal period.

6.4 Payment Terms

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University's acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days/net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent's banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **APPENDIX ONE – Section 4**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in **APPENDIX TWO**, and (ii) is otherwise acceptable to University in all respects (**Agreement**).

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **RFP Section 2.8**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of

acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **APPENDIX ONE – Section 1.5**), [b] Criteria for Selection (ref. **Section 2.7**), [c] Specifications and Additional Submission Requirements (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for Work, and University has made no representation, written or oral, that any particular scope of work will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Submission Requirements

Proposals must include responses to the questions in Specifications and Additional Submission Requirements (ref. **Section 5**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **APPENDIX ONE – Section 2**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **APPENDIX ONE – Section 3**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **APPENDIX ONE – Section 4**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3**. RFP No. 721-2010 (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible on any envelope or package.*

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.8**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.8**. University will not accept proposals submitted by email, telephone, or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in **Section 4** and **APPENDIX TWO** under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Proposer certifies Proposer (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

213 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: 721-2010 – Comprehensive Special Event Services

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§[552.021](#) AND [552.023](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

Federal Tax ID #: _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to §231.006, Family Code, and will be used for the

purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University in doing business with Proposer (ref. **Section 5.10**). In their response, Proposer will briefly describe its approach for each of the required services identified in **Section 5 – Scope of Work** of this RFP.
- 3.2.2 Proposer will submit a work plan with milestones. The work plan should include:
 - 3.2.2.1 Identification of tasks to be performed;
 - 3.2.2.2 Time frames to perform the identified tasks;
 - 3.2.2.3 Project management methodology; and
 - 3.2.2.4 Implementation strategy.
- 3.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer as requested in **Section 5.10**.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University (ref. **Section 5**)

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP (ref. **Section 6**).
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP (ref. **Section 5** and **Section 6**).
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan (ref. **Section 5**).

SECTION 4
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas at Austin

Ref.: Comprehensive Special Event Services

RFP No.: 721-2010

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

Note: If there was only 1 Addendum, initial just the first blank after No. 1, not all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
AGREEMENT
(SEE SEPARATE ATTACHMENT)

APPENDIX THREE
HUB SUBCONTRACTING PLAN
(SEE SEPARATE ATTACHMENT)

APPENDIX FOUR

CAMPUS MAPS

Maps for The University of Texas at Austin Campus can be found at the following website:

<http://www.utexas.edu/maps/>

Map for The University of Texas at Austin Rowling Hall Garage (RHG):

<https://parking.utexas.edu/parking/garages/rowling-hall-garage-rhg>

Map for The University of Texas at Austin AT&T Hotel and Conference Center:

<https://meetattexas.com/meetings/floor-plans>

APPENDIX FIVE

SAMPLE EVENT SCENARIO

As a part of submitted proposal, Proposer must prepare a project plan and price breakdown for a sample event scenario to be held in the Zlotnik Family Ballroom, located within Robert Rowling Hall and managed by the AT&T Executive Education and Conference Center (ref. **APPENDIX SEVEN** for drawing). Proposer must include a detailed, per-item cost for each of the equipment, services, and all staffing levels (including any standard and overtime rates) as described in **APPENDIX SIX**. This scenario is only an example of services.

The sample event scenario should be configured with theater style seating for 1000 high-profile University guests. The production should create a modern, interactive experience for guests with an elegant visual appearance to engage the guest from the moment they enter the room, and should include needed elements, structures and personnel for seamless, high-level and fully professional execution.

For the purpose of the proposal, the program is scheduled to take place at 3 P.M. on a Friday afternoon. The ballroom would become available to the Contractor at 8 A.M. on the Wednesday morning prior to the program. A cue to cue rehearsal is scheduled to take place at 10 A.M. on Friday morning.

1. Video Production Services:

A. Projection Screens:

- One (1) center 9' x 16' Screen (16:9 ratio) for independent graphic images and playback.
- Two (2) 9' x 16' outboard portrait screens (16:9 ratio) for image magnification.
- Two (2) 15' x 26'6" outboard screens (16:9 ratio) for independent graphic images and playback.
- Four (4) front of stage confidence monitors for speakers (teleprompter and graphics).

B. Cameras:

- Two (2) stationary full switched broadcast cameras in a front of house position.
- One (1) mobile camera positioned near the SL front of the stage.

C. Video services must include:

- All platforms, servers, equipment and cabling for switching multiple video, graphics and live image display on the various screens.
- Equipment to record program and isolated video for post event editing as necessary.

2. Theatrical Lighting Services:

Fully programmable lighting packages for the production to focus on specified areas including:

A. Stage Lighting Package: (no lectern, up to four (4) focus areas for speakers on the stage)

B. House Lighting Package: (to create atmosphere in the audience area including a variety of colors, patterns, movement, etc.)

C. Scenic Lighting Package: (to enhance décor on the stage)

Lighting services for each package must include:

- All fixtures (moving and stationary), consoles, dimmers and related systems.
- All cabling and connectors.
- Note: Support structures to be detailed with “Event Staging and Rigging.”

3. Audio Production Services and Equipment:

- A. Audio PA System to provide even sound coverage for full ballroom.
- B. Speaker arrays and audio playback capacity.
- C. Wireless microphones to include handheld, lavalier, and dual ear headsets for up to eight (8) speakers.
- D. Ambient sound microphone(s) for archival recording.
- E. Multi-channel production communication system (wired and wireless).

4. Event Staging and Rigging Services and Equipment:

- A. 20' x 48' x 2' core stage.
- B. 12' x 48' triangular-shaped thrust front of stage including underlit steps to seating area.
- C. Drapery and masking for all production elements spanning the full width of the ballroom.
- D. Moving Drape System to “reveal” upstage program element during event.
- E. Custom triangular-shaped front of stage, including under lit steps to seating area.
- F. Box truss and fly systems for all production elements (please specify for video, lighting, sound).
- G. Other support structures (weighted bases, poles, etc.)
- H. Note: All non-flown stage and rigging systems must include complete masking.
- I. Additional equipment used for rigging (lifts, etc.) must be included.

5. Stage Properties:

- A. Textured scenic wall stage panels on the sides of the stage to serve as primary proscenium.
- B. Carpet for staging.

6. Event Labor:

Proposal must include an itemized list of all costs for labor required to execute the program (producer services, specialists, operators, stagehands, etc.).

Itemized list must include:

- Projected daily schedule for labor.
- Quantity and description of laborers required for each labor line (three (3) camera ops, four (4) stagehands, etc.).
- Standard rate of pay per labor line (daily or hourly at regular and overtime rate).

7. Creative, Design and CAD Services

- A. Include ten (10) hours to design and produce video animation content for the program.
- B. Proposal must include 3D CAD, scale drawings of the ballroom layout with details to include:
 - i. Overhead composite perspective of ballroom to include:
 - Stage layout and rigging elements.
 - Seating layout and aisles.
 - Front of house production area (lighting, audio, show caller, etc.).
 - Camera platforms, other in-house elements.
 - Back of house production area (video production, audio technicians, teleprompter operator, etc.).
 - ii. Elevation views showing scenic elements.
 - iii. Other specific drawings as needed for technical setup.

8. Other Services

Proposer must also include the following:

- A. Define power needs and source of power.
- B. Any needed backup systems provided by Proposer.

APPENDIX SIX

PROJECT PLAN AND PRICE BREAKDOWN FOR APPENDIX FIVE

Use this Appendix to provide a detailed project plan and a separate price breakdown for the sample event scenario listed in **APPENDIX FIVE**.

Proposer must provide the following for the scenario:

1. Project Plan:

The project plan must include all elements as described in **Section 5.5**. The project plan must include a detailed description of all equipment including brand and model number, tasks, services, and labor. Proposer must include drawings.

2. Cost Breakdown

Provide a detailed price breakdown of the project plan.

Cost breakdown must include a detailed, per-item cost breakdown of all equipment, services, and staffing levels (including any standard and overtime rates). The cost breakdown must include quantity, unit of measure, price, and price extension.

The cost breakdown must be based on Proposer's pricing sheets, rate sheets, staff pricing, and discounts as indicated in **Section 6.2.B**. Indicate how discounts are applied to the scenario pricing.

The total of the detailed price breakdown must match **Section 6.1.A**.

Reminder, in accordance with **Section 3.1**, submit one (1) complete copy to include price and one (1) to exclude pricing.

APPENDIX SEVEN
ZLOTNIK FAMILY BALLROOM DRAWING
(SEE SEPARATE ATTACHMENT)

APPENDIX EIGHT

CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (<https://www.ethics.state.tx.us/filinginfo/1295/>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			